

**AN AGREEMENT BETWEEN WEST AURORA TRANSPORTATION  
UNION SERVICE EMPLOYEES UNION INTERNATIONAL (SEIU)**

**LOCAL 73 AND**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT 129**



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## PREAMBLE

The Board of Education of District 129, Kane County, Aurora, Illinois, hereinafter referred to as "Board" and the Service Employees International Union (SEIU), Local 73, Change to Win Coalition (CTW) hereinafter referred to as the "Union" recognize that the aim of the public schools is to provide the best educational opportunities possible for the students of District 129. The Board and the Union agree that the attainment of the educational objectives of the District is dependent upon mutual cooperation between the Board and the Union. Attainment of these objectives is a joint responsibility of the Board of Education, the Administration, Supervisory Staff and the Professional Transportation Personnel. To this end, the free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations

## ARTICLE 1: Recognition

### 1.1 Board Recognition

The Board recognizes SEIU Local 73 as sole bargaining agent for all Transportation employees including bus drivers, monitors, delivery driver, lead mechanic, mechanic, and assistant mechanic but excluding supervisors, managerial employees, confidential employees, shop employees and temporary employees as such are defined in Section 2 of the Illinois Educational Labor this agreement even though such prerogative may exist under the law.

### 1.2 Agreement Commitment

This agreement shall constitute full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through mutual consent of the parties in written and signed amendment to this agreement. The parties shall not be obligated to negotiate during the term of this agreement even though such prerogative may exist under the law.

### 1.3 Bulletin Board

A bulletin board shall be provided for the use of the Union in the drivers break room for posting of notices of activities and other matters relating to the official business of the Union. The regular District mail service shall be made available to the Union for a reasonable volume of appropriate announcements relating to the conduct of the bargaining agents business on behalf of the bargaining unit.

**1.4 Union Held Meetings**

The Union shall have the right to hold general membership meetings on school district property.

**1.5 Copy Machine**

The union will have access to the districts copy machine in the Transportation Office. The Union will provide their own paper supply when making copies.

## ARTICLE 2: Employee Rights and Responsibilities

### 2.1 Dues Deduction

Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues, assessments, or fees, the Employer shall deduct such dues, assessments, and fees from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization. Specifically, any employee who wishes to revoke dues check off must do so by giving written notice to both the Employer and the Union during the period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable collective bargaining agreement between the Employer and the Union, whichever occurs sooner. Where an employee properly revokes dues, assessments, or fees authorization pursuant to this section, the employee shall still, as a condition of employment, be required to pay or agency fees to the Union, to the extent permitted by law and this Agreement.

**2.2 SEIU COPE (Committee on Political Education) Payroll Deduction** The District, upon receipt of a payroll deduction authorization card signed by the employee, shall deduct from the wages of such employee the amount specified on the card as a regular contribution to SEIU COPE. The District will regularly remit such sums deducted for that purpose to the Union. The employee may at any time revoke his/her authorization of the SEIU COPE payroll deduction in writing on a form provided by the Union for that purpose. The Union shall indemnify and save harmless the Board and all of its agents and employees from any and all claims, demands or suits resulting from any reasonable action, or failure to act, by the Board or any of its agents or employees for the purpose of complying with the provisions of this section. The Board retains the right to select its own attorneys and the Union agrees to reimburse the Board for reasonable attorney fees incurred in connection with this provision.

### 2.3 Discrimination

The Board agrees that it will not directly or indirectly deprive any member in the enjoyment of any right conferred under the law or this agreement, and that it will not discriminate against any member with respect to hours, salaries, discipline, terms or conditions of employment by reason of the individual's membership or elected office in the union or in bargaining with the Board, or to discriminate against any member in the institution of any grievance, complaint or proceeding under this agreement. No member shall be discriminated against on account of race, color, religion, sex, national origin, marital status, sexual orientation, unfavorable military discharge or physical or mental disability.

#### **2.4 Civil Rights Damages**

The Board agrees to indemnify and protect members against civil rights damage claims and suits, constitutional rights damage claims and suits, death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board. If criminal or quasi criminal proceedings are brought against a member alleging that the member committed an assault and or battery arising out of employment the Board will provide legal counsel to defend the member at the trial court level, provided that Board policy has not been violated.

Time lost by a member in connection with any of the above incidents shall not result in any loss whatsoever charged against the member provided Board policy has not been violated.

#### **2.5 Assaults on Members**

Assaults on members by students or adults will not be tolerated. The Board recognizes the right of members to protect themselves and/or protect a student. When an assault occurs within the assaulted member's performance of duties, such shall be reported by the member immediately to the Directors of Transportation and other proper authorities. Members shall be counseled regarding the legal, criminal and civil, implications of the incident.

#### **2.6 Personal Property**

Members personal property used for job related purposes and on district premises shall be covered up to one thousand dollars (\$1,000). This coverage will be based on replacement value for loss of items through fire, vandalism, theft or break in. The loss or damage of personal property on district premises shall be reported immediately to the Director of Transportation. Police report needed.

#### **2.7 Recognition of Web-Based and Electronically Recorded Sign-Ups**

The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded telephone calls, by submitting to the Union an online deduction form authorization, or by any other means of indicating agreement allowable under state and federal law.

The parties acknowledge and agree that the term "written authorization" and any similar terms used in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union



possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.

## **2.8 Access to Employee Lists**

Annually and for each new employee, the Employer will send the Union a list of all current employees, which shall include each employee's name, address, all telephone numbers (including personal numbers if available), personal and work email addresses, job title and number, base hourly pay rate, language preference (if available), identification number, hours worked gross pay, and Union dues payment. The list will be provided in an agreed-upon format and transmitted electronically.

## **2.9 Access to Employer-Provided Email and Online Communication Systems**

The Employer agrees to provide to the Union, within thirty days of ratification of this agreement, a complete list of all email addresses for bargaining unit members who currently have email accounts provided by the Employer and to update the list on a monthly basis. The updated list shall be provided electronically to the Union by the employer on or before the first workday of each month. The Union shall have the right to send emails to the members of the bargaining unit with their origin as Union communications being clearly identified, regarding meeting notices and any other Union business. In order to foster good communications among members of the bargaining unit, the Employer shall post a full and complete copy of this Agreement within ten (10) days of the signing of this agreement on the Human Resources page of its website.

## **2.10 Union Steward Representation Activities**

The Union may designate union stewards who shall be granted reasonable time during working hours to conduct union representation activities without loss of pay, so long as it does not interfere with work completion or require coverage. Outside of normal working hours, stewards will not be compensated by the district to represent members. A non-exhaustive list of union representation activities includes adjusting disputes, observing and investigating working conditions, collecting dues/fees, meeting with employees concerning possible union membership, conducting new employee orientations, ascertaining that this Agreement is being adhered to, representation of employees at meetings, including pre-disciplinary meetings, investigating and processing grievances, up to and including arbitration, engaging in union contract negotiations and labor-management meetings with the employer, participating in union steward training, posting or distributing notices or information, and other legitimate union business. The district does not compensate stewards for negotiations or matters directly related to the administration of the contract. District will accept payment from union for steward hours for conferences, meetings etc. assuming it does not create a staffing problem. Such absences will not count as a occurrence for attendance bonus eligibility.

### **2.11 Dignity and Respect**

The District is committed to providing a workplace where all employees, regardless of their classification or pay status, treat each other in a manner that maintains generally accepted standards of human dignity and courtesy. Employees alleging they have not been treated accordingly may file a grievance. The decision reached at Step 4 (Board of Education) shall be final. The parties, as an alternative, may choose to mediate any violations under this section with the Federal Mediation and Conciliation Services. (FMCS).

### **2.12 Employee Safety**

The District is committed to providing a safe workplace for all employees, regardless of their classification. The District agrees to abide by all laws, rules and regulations when it comes to Employee Safety, which are governed by, but not limited to OSHA, IDOT, ISBE, DCFS and any other Law Enforcement Agencies.

### **2.13 Meeting Space**

The District shall allow up to two (2) meetings per year on District Property. The meeting shall be conducted after the employee's regular work shift. The Union or its designee shall submit the request in writing to the Assistant Superintendent of Operations within one (1) week of planned meeting and the request will not be unreasonably denied.

### **2.14 New Member Orientation**

The District shall notify the Union of all new employees within ten (10) days of hire date. The District shall allow up to fifteen (15) minutes for the Union Representative or designee to conduct a new member orientation with newly hired employees, without loss of pay.

## ARTICLE 3: Progressive Discipline

### 3.1 Definition

Progressive discipline shall be defined as verbal warnings, letters of direction, letters of reprimand, suspension with or without pay and discharge for cause.

### 3.2 Decisions

Final decisions regarding discipline will not be made until after the employee has had an opportunity to meet with management and respond to the allegations

### 3.3 Steps of Discipline

In issuing discipline the District will use progressive discipline including the following:

#### A. Issuance of Verbal Warning

This warning, issued by the member's immediate supervisor, will be summarized in writing and given to the member after meeting with the supervisor to document the verbal warning. This written summary will be placed in the members personnel file.

#### B. Letter of Direction

This notice, issued by the Directors of Transportation will be summarized in writing and given to the member after a meeting where the member has had the opportunity to respond to the information presented at the meeting. This written summary will be placed in the members personnel file.

#### C. Letter of Reprimand

This issued by the Superintendent or his/her designee, will be summarized in writing and given to the member after a meeting where the member has had the opportunity to respond to the information presented at the meeting. This written summary will be placed in the member's personnel file.

#### D. Suspension without pay

Suspension(s) without pay issued by the Superintendent or his/her designee, will be summarized in writing and given to the member after a meeting where the member has had the opportunity to respond to the information presented at the meeting. This written summary will be placed in the member's personnel file. Suspensions without pay up to and

including five (5) work days are not subject to the binding arbitration provisions of this contract.

**E. Termination**

Termination of employment will only occur after a meeting where the member has had the opportunity to respond to the information presented at the meeting. The member will also be granted an opportunity to appear before the School Board and present information bearing on the reasons for termination. At this meeting he may be represented by no more than two (2) members of the union and a representative from SEIU Local 73

**F. Final Decisions regarding discipline**

Final Decisions regarding discipline will not be made until after the member has had an opportunity to respond to the allegations and the districts intent with regard to discipline.

**3.4 Notification and Personnel File**

The Chief Steward and or his/her designee and the Director for Human Resources will be informed of any situation resulting in discipline.

**3.5 Unfounded Investigations**

When the School District Administration finds an allegation unfounded, all written documentation of the incident, including any notices referring to administrative leave, notices regarding investigatory meetings, and other written documents related to the investigation must be removed from all district files and not referred to in any future disciplinary proceeding.

**3.6 Probationary Period**

All employees shall serve a ninety (90) work day probationary period immediately after they have been hired within which the employee may be disciplined or terminated for any reason without recourse to the grievance procedure.

**3.7 Removal of Discipline**

If an employee who has had a verbal, letter of direction, or letter of reprimand and has not received any discipline in a twenty-four (24) month timespan from the time of the infraction, the discipline will be removed from their file, at the Employee's request. Employees who have received a suspension and who have not received discipline in thirty-six (36) months from the time of the infraction will have the discipline removed at the Employee's request.

### **3.8 Bus Surveillance Cameras**

Cameras are not to be used as a supervisory tool and the District agrees that they will not use the cameras to observe employees without just cause.

## **ARTICLE 4: Job Categories and Definitions**

### **4.1 Employees**

Employees will include Route Drivers, Trip Drivers, Route/Trip Driver, Flex Drivers, Special Education Drivers, Delivery Driver, Attendants, Flex Attendants, Lead Mechanic, Mechanic, and Mechanic Assistant. The categories are defined as follows:

### **4.2 Drivers**

Drivers that drive regularly scheduled packages of AM and PM or AM midday and PM routes. This includes Regular Education Drivers, Field Trip Drivers, Flex Drivers, Route/Trip Drivers, Special Education Drivers, and Delivery Drivers.

#### **4.2.1 Regular Education Driver**

Drivers that drive regularly scheduled packages of AM and PM or AM midday and PM routes.

#### **4.2.2 Field Trip Driver**

Drivers regularly assigned to transport students to special events to include but not limited to field trips, sporting events and outings. This position requires the Special Education Training.

#### **4.2.3 Flex Driver**

Drivers covering for absences due to the use of sick leave or personal leave for packages of Route Drivers, Route/Trip Drivers, Delivery Drivers, Special Education Drivers or Field Trip Drivers. Flex Drivers when assigned a Package will assume the hours of that package. In no event will the driver's hours be less than those contained in their flex package. This position requires Special education training. Flex drivers will have an annual orientation meeting.

#### **4.2.4 Route/Trip Driver**

It is a combination of the Route Driver and Field Trip Driver. Route Driver minimums do not apply to this position. This position requires Special education training.

#### **4.2.5 Special Education Driver**

Special Education Drivers transport primarily special needs students (Requires IEP or 504 plans) to or from school or special programs. Special Education Drivers are Route Drivers who are required to have additional training. Special Education Drivers are responsible for properly securing students in wheelchairs, restraining devices and seat belts.

#### **4.2.6 Delivery Driver**

Responsible for the pickup and drop off of all district mail. Moves equipment, documents, and other material as necessary consistent with the previous agreed MOU.

#### **4.3 IMRF/Substitute Driver**

Substitute Drivers are drivers willing to work on a day-to-day on-call basis. Substitute Drivers are not covered by this Agreement unless a Substitute Driver works consecutively for thirty (30) work days or more. The District and Union will meet and confer in order to determine if a Substitute Driver meets the eligibility requirements of the Agreement. IMRF/Substitute Drivers may not drive field trips unless no other drivers are available.

#### **4.4 Attendants**

Attendants are employees that have received special training and assist a Special Education Driver by attending to student on Special Education Routes.

#### **4.5 Flex Attendants**

Flex Attendants cover for absences due to the use of sick leave or personal leave for packages of Attendants. Flex Attendants when assigned a Package will assume the hours of that package. In no event will the monitor's hours be less than those contained in their flex package.

#### **4.6 Lead Mechanic**

Mechanic, with a Class B CDL, is qualified and responsible for leading the Mechanic and the Mechanic Assistant positions. The Lead Mechanic will repair vehicles and maintain all equipment used by the district. They will also help remove snow and be required to keep a clean work space and bus staging area. The Lead Mechanic position will be filled by the Transportation Directors. The lead mechanic will be required to hold all certifications required by state law and/or school code. If they do not receive all certifications, they will be determined unqualified for this position.

#### **4.7 Mechanic**

The Mechanic, with a Class B CDL, is assigned to repair vehicles and maintain all equipment used by the district. They will also help remove snow and be required to keep a clean work space and bus

staging area. The mechanic will be required to hold all certifications required by state law and/or school code. If they do not receive all certifications, they will be determined unqualified for this position.

#### **4.8 Mechanic Assistant**

Mechanic Assistant, with a Class B CDL, will assist and support the lead mechanic, mechanic, and all bus driving personal. The Mechanic Assistant will be responsible for all inspecting and maintaining the proper IDOT daily pre-trip inspection report book for all buses.

### **ARTICLE 5: Rights and Responsibilities**

#### **5.1 School Bus Drivers and Attendants**

All employees are responsible for daily packages unless they are using sick leave or a prior approved personal leave day. Work assignments will be performed unless approval is granted.

#### **5.2 Field Trip Time Guarantee**

If a field trip is cancelled during regular office hours (5:30 AM - 5:30 PM) on a student attendance day and the trip is a part of the bid on package of hours guaranteed to the Driver, the District will not decrease the amount of time worked or the guarantee due to the cancellation. The Trip Driver or Route Trip Driver may be assigned other work to fill the time at the discretion of the District. Weekday and weekend trips shall be offered to Field Trip Drivers first, by seniority, subject to availability and the trip not causing the driver to be eligible for-overtime pay. Non-paid days, Winter Break, and Spring Break will be awarded by seniority as long as driver is not exceeding 40 hours for that work week. Paid holidays trips will be awarded by seniority.

#### **5.3 Request of an Attendant**

Drivers may request the Director of Transportation to assign an monitors to a particular route or run to meet the safety needs of the students.

## ARTICLE 6: Assignment, Duties, Extra Trips and Field Trips, Seniority.

### 6.1 Route Packages

Route packages are a guarantee of work and hours that are bid upon by all drivers or monitors. Route packages are prepared by the district.

### 6.2 Bidding on Regular Routes and Field Trip Driver Positions

At the start of each school year and whenever a vacancy occurs, all Drivers and Attendants will be permitted to bid on packages. A package may consist of routes, trips and/or flexible time. Packages that include field trips and flexible time will clearly state the amount of guaranteed time. Packages will be assigned by seniority, with more senior drivers being given the packages they bid on over less senior drivers. A list of all packages to be a part of the bid process shall be listed and available to drivers five (5) working days prior to the bid process. Packages are not allowed to be changed or altered by drivers successfully bidding on any particular package. Extra work is defined as work other than AM, midday, PM routes, flex time and/or field trips. Examples of extra work include, but are not limited to: after school programs, Kindergarten Bridges, Saturday school and mentoring. Packages are allowed to be increased during the year due to student enrollment, safety, road conditions or other circumstances that add to the efficient and effective operation of transportation services. All route packages or extra work that becomes open for any reason must be posted for bid. When a driver bids on extra work it will remain with that driver as long as it does not conflict with the new route package. Copies shall be provided to the Union upon request.

### 6.3 Extra Trips

Extra trips are field trips which cannot be handled by the Field Trip Drivers. Extra trips will be offered to Drivers based on: availability, whether the driver has or will exceed forty (40) hours, and seniority. As one method of achieving the goal of awarding all extra trips based on the principles of seniority and minimum overtime, the Director of Transportation or designee will assign each Friday's field trips and sports trips on the morning of the preceding day after calculating hours driven by Drivers during the current week. Trip Drivers must turn in a completed timesheet by Thursday at 9:00AM in order to qualify for trips on Friday and the weekend.

### 6.4 Cancelled Extra Trips or Field Trips/Show-Up Pay

When an extra trip or field trip is cancelled less than one hour before its scheduled departure, the Driver will receive the following compensation: One (1) hour additional pay if the Driver is at the pickup location and already on the clock working. Two (2) hours additional pay if the Driver is not on the clock and/or the trip is scheduled to depart on a weekend or holiday. If school has been cancelled after 5:00 AM and the Driver does not know school has been cancelled and reports for



duty, the Driver shall receive two (2) hours of pay. Drivers must keep office staff updated with current phone number for this to apply.

#### **6.5 Refusal to Drive**

Unless, during the time prior to the scheduled trip, a Driver exceeds forty (40) hours for that week, or would exceed forty (40) hours as a result of taking the trip, any Driver who accepts an extra trip must drive that trip. If the Driver, after accepting the trip, declines to drive the Driver will be treated as the least senior Driver for the following seven (7) calendar days.

#### **6.6 Seniority**

##### **6.6.1 Seniority Defined**

Seniority shall be defined as the length of continuous service and shall begin the first day of employment, time in title. Periods of non-paid leaves of one (1) year or less shall not constitute a break in continuous service. Any period of unpaid leave of more than ninety (90) calendar days shall not be counted in computing seniority. Employees who commence work at the start of the school year and work until the last day of school will earn one (1) year of seniority. Short term illnesses and absences will not count against the earning of seniority. Employees who commence employment after the first day of the school term shall have their seniority prorated. An updated seniority list shall be posted before February 1<sup>st</sup> of each year, or when changes occur.

##### **6.6.2 Reduction in Force**

Reductions-in-force, (layoffs) will be made in reverse order of seniority, with less senior employees being the first to be subject to layoff.

##### **6.6.3 Reduction Hours during the School Year**

When a driver or monitor's package is reduced, the District will assign work to the affected employee to make up the time lost through the reduction. Efforts will be made to fulfill those hours as close as possible to the bid on package hours. Owed time shall be assigned first before bids are posted. Bumping of extra work may apply to fulfill lost hours. The union will be notified of any reductions of hours that may affect the employee.

##### **6.6.4 Summer Routes**

Summer work will be offered by time and title as consistent with 6.6.1.

## ARTICLE 7: Grievance Procedures

### 7.1 Definition of Grievance

A grievance shall be defined as any claim by the Union or bargaining unit member that there has been a violation, misinterpretation or misapplication of the terms of this Agreement. The term "day" shall mean days on which the school business office is open. The time limits specified in the procedure may be extended in any specific instance by mutual agreement of the parties in writing. The district agrees to make a good faith effort to resolve all disputes involving overtime and other wage payment problem within sixty (60) calendar days of their occurrence.

### 7.2 Grievance Process

It is recognized and recommended that it is desirable for a problem to be resolved through free and informal communications between the parties concerned. When such informal procedures fail to satisfy the individual grievant, a grievance shall be processed as follows:

#### **Step 1**

All grievances shall be in writing and shall:

1. Be signed by the Grievant(s) or the Union.
2. Contain a date of the alleged violation.
3. Contain an explanation of the facts giving rise to the alleged violation
4. Contain the specific contract sections that have been allegedly violated
5. Specify the relief requested.

The Grievant(s) or Union must file the grievance to the Director of Transportation within ten (10) days of the occurrence of the grievance. The Director of Transportation will arrange a meeting with the Grievant(s) and/or the Union within five (5) days after receipt of the grievance. Within ten (10) days of the meeting, the Grievant(s) and/or Union shall receive a written response from the supervisor which shall include the reason for the decision

#### **Step 2**

If the grievance is not resolved in Step 1, the Grievant(s) and/or the Union may appeal the grievance in writing to the Assistant Superintendent of Human Resources within ten (10) days after receipt of the Step 1 response. The Assistant Superintendent of Human Resources shall arrange a meeting within five (5) days of the receipt of the grievance with all relevant persons who may be able to meaningfully contribute to the resolution of the grievance. A written response, including the reason(s) for the decision, shall be provided to the Grievant(s) and/or Union within ten (10) days of the meeting.

**Step 3**

If the grievance is not resolved in Step 2, the Grievant(s) and/or the Union may appeal the grievance in writing to the Superintendent within ten (10) days after receipt of the Step 2 response. The Superintendent shall arrange a meeting within five (5) days of the receipt of the grievance with all relevant persons who may be able to meaningfully contribute to the resolution of the grievance. A written response, including the reason(s) for the decision, shall be provided to the Grievant(s) and/or Union within ten (10) days of the meeting.

**Step 4**

If not satisfied with the disposition of the grievance at Step 3, the Union may submit the grievance to the Board of Education, such to be filed no later than ten (10) days following the decision of the Superintendent and/or designee. The appeal may be in writing or by way of an oral hearing, as the Union may request, and the latter shall be closed unless otherwise mutually agreed and shall be before the full Board or a committee thereof as the Board shall designate. Any such hearing shall be scheduled within ten (10) days of the date of filing of the grievance at Step III. The Board shall communicate its decision in writing to the aggrieved member and the Union Steward within five (5) days following the hearing. Those persons who have the right to participate in the meeting at the Superintendent's level shall have the right to appear at the Board hearing.

**Step 5**

If not satisfied with the disposition of the grievance in Step 4, the Union may submit the grievance to final and binding arbitration. The Federal Mediation & Conciliation Service shall act as the administrator in the proceeding. If a written demand for arbitration is not filed with the Superintendent within thirty (30) days of the date of the Step 4 answer, then the grievance shall be deemed withdrawn. Fees and expenses of the Arbitrator shall be shared equally by both parties.

Within ten (10) business days of the Superintendent's receipt of the demand for arbitration the parties will request a list of fifteen (15) Arbitrators from the Federal Mediation & Conciliation Service and attempt to agree on the selection of an Arbitrator from that list. The Arbitrator will be selected by alternate striking with the Union proceeding first and the last name on the list shall be the Arbitrator. Either party may reject one entire list of Arbitrators. The Arbitrator shall be notified of his or her selection by a joint letter from the District and the Union requesting that he or she set a time and place for the hearing, subject to the availability of the Union and District representatives.

The Arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall base the decision solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

Nothing herein shall preclude the right of the parties to mutually agree upon an Arbitrator without utilizing the services of the Federal Mediation & Conciliation Service.

Failure of the employee or Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Employer to meet the time limits prescribed in this Article, the grievance may be advanced to the next highest level. No reprisals shall be taken by the Employer against any employee because of participation in a grievance.

Should any grievance meeting or hearing hereunder require that an employee or union representative be released from his/her regular work schedule, he/she shall not suffer any loss of pay or benefits.

All records related to a grievance shall be filed separately from the personnel files of an employee. By mutual agreement, any step of the grievance procedure may be bypassed. The time limits provided in this Article shall be strictly observed but may be extended for good cause shown by written agreement of the parties.

A grievance may be withdrawn at any level by the Grievant(s) and if withdrawn shall be treated as though never having been filed.

Each party shall bear the full cost of its representation at Step 5. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, the cost of the transcript shall be divided equally between the Board and the Union. A representative of the Union shall be permitted to attend any formal meeting or hearing hear under.

### **7.3 Suspension or Termination**

Any regular employee who has successfully completed the probationary period may have their employment terminated or be suspended, without pay, only for cause.

Suspensions without pay of five (5) or less work days are not subject to the binding arbitration provisions of this contract.

## ARTICLE 8 Compensation and Benefits

### **8.1 Cleaning, Fueling, Safety Check/Calculation of Time Worked (Salary Schedule in Appendix A)**

#### **8.1.1 Cleaning, Fueling, and Safety**

Cleaning, Fueling, and Safety will be included in the packages for bid and extra work.

#### **8.1.2 Records of Extra Work and Field Trips**

Records of extra work and field trips will be kept by time clock or timesheet. Hours will be round for the week to the quarter hour. An employee shall be paid over twenty-four (24) pay periods.

#### **8.1.3 Minimum Guaranteed Work**

Drivers and Attendants (excluding Route/Trip Drivers, Trip Drivers) will be guaranteed a minimum of five hours per day. Midday drivers will be guaranteed one (1) hour of work. Drivers and Attendants assigned trips will be guaranteed a minimum of two hours for out of town trips and one hour for in town trips. The parties agree that employees are paid on an hourly basis.

Drivers and Attendants who complete routes or trips in less time than the guaranteed time may be assigned and required to continue to work while on the clock.

#### **8.1.4 Meetings**

Employees will be paid at the regular rate for any meetings called by the District. Where the District calls a meeting on the weekend, employees will be guaranteed at least two (2) hours of pay.

#### **8.1.5 Court Proceedings**

Employees will be paid for time lost incurred while testifying in a court of law to matters directly related to the employee's work as long as Board policy and State and Federal laws have not been broken.

#### **8.1.6 Overtime**

All hours over forty (40) hours per week will be considered as overtime and paid at one and one-half times the gross regular hourly rate.

#### **8.1.7 Layover**

Any Employee required to layover for thirty (30) minutes or less between routes and/or field trips will be on the clock and paid.

#### **8.1.8 Safe Driving Bonus**

Annually, a Driver not having any chargeable accidents, moving violations, or negligent damage to a vehicle or property while driving a District vehicle in the preceding school year, as determined by the Director of Transportation, shall receive a \$1000.00 bonus. To be eligible for this bonus, Drivers must work no less than 600 hours in the preceding year.

#### **8.1.9 Attendance Bonus**

A \$25,000 pool shall be established by the District to be paid out in January and June. Each semester, half of the total pool, \$12,500 will be divided up by each eligible employee and paid out to those eligible employee. To be eligible, employees must have one occurrence or less. Multiple sick days in a row will be considered one occurrence if they are related to a single health event.

#### **8.1.10 Holidays/Paid Days off**

The following school year holidays/paid days will be paid to all employees. Pay rates will be figured at their regular daily package. Employees must work their full assignment on the last regularly scheduled work day before a holiday/paid day and their full assignment on the first regularly scheduled work day after a holiday/paid day to be paid for the holiday unless due to bereavement. Employees will be paid Fourth of July holiday pay on the first paycheck of the new school year and pay will be based on the employee's current contract. You must work the previous school year to receive this holiday. All 12 month contracted employees will be paid the July 4<sup>th</sup> on July 30<sup>th</sup> • Double time will be paid to drivers who work on Holidays except for days noted with an asterisk (\*). Days with an (\*) will be paid at regular time. If the school board changes the holiday calendar those holidays effected will become floating holidays. The district reserves the right to limit the amount of employees off on any given floating holiday.

#### **HOLIDAYS**

Labor Day

Columbus Day

Thanksgiving Day

Christmas Eve

Christmas Day

New Year's Eve (Contract 12 month employees)

New Year's Day

Martin Luther King's Birthday

President's Day or Lincoln's Birthday

Memorial Day

July 4<sup>th</sup>

Wednesday before Thanksgiving\* (in exchange for Veterans Day)

Friday after Thanksgiving\*  
Good Friday\*

#### **8.1.11 Crisis**

In the event school is cancelled by order of the Governor, Superintendent of Public Instruction, or the State General Assembly, the District will grant the employee the minimum call-in pay for time lost with the maximum of two (2) days per annum

### **8.2 Medical/Dental, Life Insurance**

#### **8.2.1 Medical/Dental Insurance**

For each employee who desires to participate, during the duration of this contract, the Board's share will be 85% for Single coverage and be at 70% for Single plus 1 and Family coverage. Only employees who regularly work twenty-five (25) hours a week or more and who otherwise eligible under the policy or plan may participate. "Hours regularly worked" will be determined by the length of time of the bid and awarded routes thirty (30) calendar days after the start of student attendance each year

#### **8.2.2 Life Insurance**

The District shall provide a \$50,000 term life insurance policy for each transportation employee.

### **8.3 Permit Fees and Medical Exam**

#### **8.3.1 Permit Fees**

Board shall pay annual State of Illinois Bus Driver Permit Registration Fee for all Drivers. The District shall reimburse Drivers for the fees to obtain a commercial driver's license. Receipt must be submitted within 30 days of completion for reimbursement.

#### **8.3.2 Annual Medical Examination/COL Renewal**

All school bus drivers who are renewing their permit must demonstrate physical fitness to operate a school bus by undergoing a medical examination, including tests for drug and alcohol, conducted by a district medical approved source. This must be done 30-60 days prior to the renewal date to renew your license. The State of Illinois sends bus drivers a notice 90 days in advance. All drivers are responsible to make certain that their physical exam is taken and the results submitted to the state before the yearly renewal date. If this is not done in accordance to the state law and your school bus permit expires or is suspended, you will be subject to termination. Drivers are responsible for maintaining their proper credentials to drive for the school district. The same information applies to renewing your

CDL license. If your CDL license lapses because you did not renew it on time, you will be subject to termination.

## **8.4 Leaves**

### **8.4.1 Sick Leave**

All Employees are entitled to twelve (12) paid days off for sick leave per year prorated, with no limit consistent with the school code. Sick leave shall accrue from year to year on the basis of the average number of hours per day worked in the years the day was earned. Year round employees are entitled to fifteen (15) days. In the event a driver or monitor is off for an extended period of time the district can require a medical examination prior to the employee returning to work. In such an event the district will be responsible for the cost of the exam. The employee will receive pay for his bid on package only. Sick leave may only be used during the school year.

### **8.4.2 Bereavement Leave**

Three (3) days bereavement leave shall be granted for the death of a wife, husband, child, parent, sister, brother, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandchild, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, marriage, registered domestic partnership as well as blood or adoption and/or any member of the family household.

### **8.4.3 Personal Leave**

Employees shall be allowed up to two (2) days personal leave each year. Such leave shall be provided without deduction, provided that the leave is of a nature that cannot be conducted on other than a school day. Except in emergencies, the employee taking leave hereunder shall give notice of their intention to take such leave at least two (2) days in advance of the day proposed to be absent. Personal leave shall not be granted or used on days immediately prior to or following holidays, vacations, or the first five (5) or last five (5) days of the school year except as authorized by the District. In addition, the District shall have the ability to deny personal leave when on any particular day the number of requests negatively impacts the District's ability to operate efficiently and effectively. Personal leave shall not be used for the purpose of secondary employment, extending vacations, or holidays. Annually, on or before June 30<sup>th</sup> of each school year, unused personal leave shall be credited to the employee's sick leave. Multiply days may be addressed.

### **8.4.4 Vacation**

Employees whose contract is 12 months on July 1 of each year will receive twenty (20) days of paid vacation awarded on July 1 of each year. Employees will be required to use vacation time during the time between Christmas Eve through New Year's Day.



#### **8.4.5 Leaves of Absence**

Employees shall be entitled to written leaves of absence without pay for the following reasons and the Union shall be furnished a copy of the leave of absence.

- A. Illness or injury of the employee, which requires absence from work.
- B. Pregnancy of the employee.
  - 1. Twelve (12) calendar months for employees.
  - 2. An employee on a pregnancy leave may return to work prior to the termination of the leave provided the employee is released by the attending physician.
- C. Serious illness, injury, or death in the employee's immediate family.
- D. Election or appointment to office in, or as a delegate, representing the Union, requiring either temporary or full-time leave.
- E. Military Service
- F. Leaves of absence may be granted by the Board of Education for purposes other than those stated in this Article.

Employees with ninety (90) days of employment shall be entitled to thirty (30) days leave of absence and all employees with six (6) months of employment shall be entitled to a maximum of sixty (60) days leave of absence. All other employees shall be entitled to a maximum of ninety (90) days leave of absence, provided, however, that leaves granted because of the employee's election or appointment to a full-time office in the Union shall run to the end of the employee's tenure in such office.

Employees are entitled to the leave described in this Section (Section D) only once every three (3) years to be measured from the ending date of any previous unpaid leave.

Upon return to work from a leave of absence, the employee shall be restored to the job previously held, or to a job comparable with regard to work and rate of pay.

A Request for Absence form must be turned in at least two (2) weeks prior to the anticipated time of the leave. These forms are available in the Transportation Office. Probationary Period All regular employees shall serve a ninety (90) work day probationary period immediately after they have been hired within which the employee may be disciplined or terminated for any reason without recourse to the grievance procedure.

### **8.5 IMRF Benefits**

#### **8.5.1 District Paid Retirement Benefit**

The District shall implement a Flexible Job Retirement Plan. In order to qualify the employee must be at least fifty-five (55) years of age on or before June 30 of the year of retirement. Employees who started before January 1, 2011 with eight (8) years of continuous service or

employees who started on or after January 1, 2011 with ten (10) years of continuous service are qualified. The employee must give notice to the District of their intent to retire on or before February 1<sup>st</sup> of the year of retirement.

Option A. If the requirements are met the employee shall be entitled to a sum of \$5,000 paid out between sixty (60) and ninety (90) days after retirement.

Option B. If the requirements are met an employee may submit intent to retire and elect to receive an additional 2% added to their hourly rate each year for up to 4 years.

This incentive is over and above any other increases the employee may be entitled to due to continued service. At no time can the increase in total wages year to year exceed 6%. Total compensation will be monitored on an annual basis and management may need to deny an employee the ability to do "extra work" if doing so would cause total earnings to exceed the prior year by more than 6% and cause the district a penalty. The 2% will only be given retroactively for the first year an employee submits their request. (For example, if an employee wishes to retire in 2 years, they would only receive the increase for the current year and the following year. They would not receive 2% for the years prior to their submission).

#### **8.5.2 IMRF PAYMENTS**

The Board shall include the employee portion of IMRF in the employee's gross compensation. The employee portion of IMRF shall be deducted as a payroll deduction and the Board shall remit these payments, as required, to the Illinois Municipal Retirement Fund.

## ARTICLE 9: Miscellaneous

### 9.1 Physical Examinations for CDL Drivers

Drivers are required to undergo physical examination each school year and the Board shall pay all costs of the exam. Any Driver who must undergo a random drug or alcohol examination will be on the clock. The District, at its discretion, may require each employee to undergo a fitness for duty examination and to report the results to the Board. The Board shall pay for all cost of the exam. Yearly Physical Exam must be completed no later than two (2) weeks prior to the drivers permit expiration. Failure to complete exam and have it on record with the Secretary of State by permit expiration deadline will result in termination.

### 9.2 Secretary of State Mandated Refresher Class

Employees will participate in at least two (2) two-hour training sessions to be determined by the Board each year and will be paid at the applicable hourly rate.

### 9.3 Trip Sheets

The District will maintain a weekly trip sheet which will be made available to the Union and/or Steward upon request. Trip sheets will be posted outside the dispatch office and will be updated when changes occur.

### 9.4 Collaborative Bargaining

The Board and the Union shall both select no more than five (5) negotiating representatives. Both parties shall select a spokesperson. Meetings shall be held as necessary at times and places agreed to by both parties. The participants may call upon competent professional and lay representatives to consider the matter under discussion and to make suggestions. All language tentatively agreed upon shall be reduced to writing and signed as soon as practical after agreement on a total contract. When the Board and the Union reach an agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Union and the Board of Education for ratification.

### 9.5 Subcontracting

No employee will lose his or her job during the life of this contract as a result of subcontracting. The Board shall bargain with the Union over the impact upon employees of any decision by the Board to subcontract work currently performed by employees. The District will not use more than 3 Multi-Function Activity Buses for any one athletic team unless it is during a tournament.

#### **9.6 Driver Protection**

Non-bargaining unit employees will not drive busses unless no other drivers are available.

#### **9.7 No Strike**

During the term of this Agreement and any extension thereof, no employee covered by this Agreement or the Union, or any person acting on behalf of the Union shall engage in any strike, slowdown, or other refusal to render full and complete services to the Board, or any activity which would disrupt the operation of the School District. In the event of any violation or violations of any provision of this Article by the Union, its members or representatives, or by any employee, any violating employees shall be subject to discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board. The Union shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operation immediately and make every other reasonable effort to end any violation(s). During the term of this contract the District shall not lock-out bargaining unit employees.

#### **9.8 Separability**

Any Article, Section, Provision, Sentence, or Clause of this Agreement held to be illegal will not be deemed invalid, except to the extent permitted by law. However, the remainder of this Agreement shall remain in full force and effect for the entire term of this Agreement.

In the event any Article, Section, Provision, Sentence, or Clause is determined to be invalid by a court competent of jurisdiction, and, thereafter, no appeal is taken by either party within the appropriate time period, the parties shall meet to discuss the possibility of negotiating a successor Article, Section, Provision, Sentence, or Clause to the one deemed to be invalid.

#### **9.9 Term of Agreement**

This Agreement shall be in effect from July 1, 2018 up to and including June 30, 2021, and its terms shall continue in effect (unless otherwise specified) until agreement or impasse.

## APPENDIX A – SALARY SCHEDULES

	Lead Mechanic		Mechanic		Mechanic Assistant		Bus Driver		Bus Monitor	
	IRS Rate	IMRF Rate	IRS Rate	IMRF Rate	IRS Rate	IMRF Rate	IRS Rate	IMRF Rate	IRS Rate	IMRF Rate
Step 1	\$24.72	\$25.88	\$22.66	\$23.73	\$18.54	\$19.41	\$18.52	\$19.39	\$13.23	\$13.85
Step 2	\$25.34	\$26.53	\$23.23	\$24.32	\$19.00	\$19.90	\$19.31	\$20.22	\$13.55	\$14.19
Step 3	\$25.98	\$27.20	\$23.80	\$24.92	\$19.48	\$20.40	\$19.84	\$20.77	\$13.89	\$14.54
Step 4	\$26.63	\$27.88	\$24.40	\$25.55	\$19.96	\$20.90	\$20.64	\$21.61	\$14.25	\$14.92
Step 5	\$27.28	\$28.57	\$25.01	\$26.19	\$20.47	\$21.43	\$20.90	\$21.88	\$14.60	\$15.29
Step 6	\$27.96	\$29.28	\$25.64	\$26.85	\$20.98	\$21.97	\$21.16	\$22.16	\$14.96	\$15.66
Step 7	\$28.66	\$30.01	\$26.28	\$27.52	\$21.50	\$22.51	\$21.42	\$22.43	\$15.34	\$16.06
Step 8	\$29.39	\$30.77	\$26.93	\$28.20	\$22.04	\$23.08	\$21.68	\$22.70	\$15.72	\$16.46
Step 9	\$30.12	\$31.54	\$27.60	\$28.90	\$22.59	\$23.65	\$21.96	\$22.99	\$16.11	\$16.87
Step 10	\$30.87	\$32.32	\$28.29	\$29.62	\$23.15	\$24.24	\$22.22	\$23.27	\$16.52	\$17.30
Step 11	\$31.64	\$33.13	\$29.00	\$30.37	\$23.73	\$24.85	\$22.48	\$23.54	\$16.93	\$17.73
Step 12	\$32.43	\$33.96	\$29.74	\$31.14	\$24.33	\$25.48	\$22.75	\$23.82	\$17.36	\$18.18
Step 13	\$33.25	\$34.82	\$30.48	\$31.92	\$24.94	\$26.11	\$23.01	\$24.09	\$17.79	\$18.63
Step 14	\$34.07	\$35.68	\$31.24	\$32.71	\$25.55	\$26.76	\$23.28	\$24.38	\$18.23	\$19.09
Step 15	\$34.93	\$36.58	\$32.02	\$33.53	\$26.19	\$27.43	\$23.55	\$24.66	\$18.69	\$19.57
Step 16	\$35.80	\$37.49	\$32.82	\$34.37	\$26.85	\$28.12	\$23.81	\$24.93	\$19.15	\$20.05
Step 17	\$36.70	\$38.43	\$33.64	\$35.23	\$27.52	\$28.82	\$24.07	\$25.20	\$19.63	\$20.55
Step 18	\$37.62	\$39.39	\$34.48	\$36.10	\$28.21	\$29.54	\$24.33	\$25.48	\$20.12	\$21.07
Step 19	\$38.55	\$40.37	\$35.34	\$37.01	\$28.91	\$30.27	\$24.60	\$25.76	\$20.63	\$21.60
Step 20	\$39.52	\$41.38	\$36.23	\$37.94	\$29.64	\$31.04	\$24.87	\$26.04	\$21.14	\$22.14
Step 21	\$40.51	\$42.42	\$37.13	\$38.88	\$30.39	\$31.82	\$25.62	\$26.83	\$21.67	\$22.69

There will be a one dollar per hour increase for all drivers who transport special education students and flex drivers. This will be added to the drivers pay after their base hourly wage is established. Drivers will only receive the increase when the driver is actually driving a special education student/route.

For the 2018-2019 school year all employees on the schedule will remain on the same step they were in 2017-2018. This will result in a 4.75% annual increase for bus drivers and monitors and a 3% increase for mechanics.

For the 2018-2019 school year bus drivers beyond the schedule will receive a 4.75% increase to their base hourly rate.

For the 2018-2019 school year all mechanics beyond the schedule will receive a 3% increase to their base hourly rate.

For the 2019-2020 school year all employees on the schedule will move down one step.

For the 2019-2020 school year all employees beyond the schedule will receive a 2.5% increase to their base hourly rate.

For the 2020-2021 school year all employees on the schedule will move down one step.


For the 2020-2021 school year all employees beyond the schedule will receive a 2.5% increase to their base hourly rate.

For all new hires, no employee will be initially placed higher than Step 5. New hire placement is left to the Director's discretion.

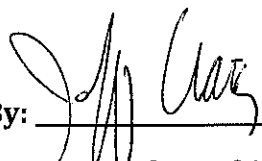
Any employee who has filed retirement paperwork is subject to a maximum annual increase of 6 percent.

## Signature Page


**For the District**

By:   
President, Board of Education


By:   
Secretary, Board of Education



By:   
Superintendent of Schools

**For the Union**

By:   
Union President SEIU, Local 73

By:   
Committee Member

By:   
Committee Member



### Major Changes:

#### *ADDITION 3.7 Removal of Discipline*

Written and verbal discipline will now be removed from your file after 2 years. Suspensions will be removed after 3.

#### *ADDITION 3.8 Bus Surveillance Cameras*

Cameras cannot be used as a supervisory tool and will only be used for "just cause." In other words, they can't look at the cameras if they don't have a good reason (just cause) that they can explain.

#### *ADDITION 8.1.9 Attendance Bonus*

Each semester (twice per year) a safety bonus pool of \$12,500 will be divided up between all employees with good attendance. Good attendance means one occurrence (or one series of missed days for illnesses) or less of missed work.

### New Salary Schedule:

	Lead Mechanic	Mechanic	Mechanic Assistant	Bus Driver	Bus Monitor
	IRS Rate	IRS Rate	IRS Rate	IRS Rate	IRS Rate
Step 1	\$24.72	\$22.66	\$18.54	\$18.52	\$13.23
Step 2	\$25.34	\$23.23	\$19.00	\$19.31	\$13.55
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Step 14	\$34.07	\$31.24	\$25.55	\$23.28	\$18.23
Step 15	\$34.93	\$32.02	\$26.19	\$23.55	\$18.69
Step 16	\$35.80	\$32.82	\$26.85	\$23.81	\$19.15
Step 17	\$36.70	\$33.64	\$27.52	\$24.07	\$19.63
Step 18	\$37.62	\$34.48	\$28.21	\$24.33	\$20.12
Step 19	\$38.55	\$35.34	\$28.91	\$24.60	\$20.63
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For the 2019-2020 school year all employees on the schedule will move down one step.

For the 2019-2020 school year all employees beyond the schedule will receive a 2.5% increase to their base hourly rate.

For the 2020-2021 school year all employees on the schedule will move down one step.

For the 2020-2021 school year all employees beyond the schedule will receive a 2.5% increase to their base hourly rate.

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