

**MASTER AGREEMENT
BETWEEN
BOARD OF EDUCATION CICERO SCHOOL DISTRICT 99
COOK COUNTY, ILLINOIS**

AND

**CICERO COUNCIL
SERVICE EMPLOYEES INTERNATIONAL
UNION
LOCAL 73, CTW
BUS DRIVERS**

JULY 1, 2024 – JUNE 30, 2029

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PREAMBLE

The Board of Education of Cicero District No. 99, Cook County, Cicero, Illinois, hereinafter referred to as "Board" and the Service Employees International Union, Local 83, 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 No. 99. The Board and the Union agree that the attainment of the educational objectives of the District is dependent upon mutual cooperations between the Board and the Union.

ARTICLE I – RECONGITION

Section 1.1 Recognition.

The Board recognizes the Union as the sole and exclusive bargaining agent for all bus drivers employed by School District No. 99, as certified by the Illinois Educational Labor Relations Board, Case No. 96-RC-0024-C, and all bus drivers employed by School District NO. 99, as certified by the Illinois Educational Labor Relations Board, Case No. 2012-RS009-C.

Section 1.2 Complete Agreement.

This Agreement shall constitute the full and complete Agreement between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties by way of a written and signed amendment of this Agreement. The parties shall not be obligated to negotiate during the term of this Agreement, except as provided for herein.

ARTICLE II – TERM OF THE AGREEMENT

Section 2.1. Renewal; Renegotiation.

This Agreement shall be automatically renewed upon the expiration hereof, unless either party notifies the other in writing of its desire to renegotiate the terms and conditions of this Agreement. Such notification shall be in writing and delivered on or before April 30, 2029. In the event of such notice, the parties agree to meet and negotiate a successor Collective Bargaining Agreement. This portion of the Agreement shall pertain to all bus drivers.

ARTICLE III ASSIGNMENTS AND REDUCTION IN FORCE

Section 3.1. Bus Routes.

- A. Prior to the commencement of the school year, the District shall post all bus routes for the forthcoming school year. Drivers shall select their routes for the forthcoming year on the basis of seniority as defined in this Agreement.

Once route times are established, they will be reevaluated upon reasonable written request of the driver and/or the District. The written request must include the reasons for the request and must be submitted after the driver has driven the route for a minimum of fifteen (15) days. The Director of Transportation shall reevaluate the route and notify the driver in writing within five (5) working days of receipt of the request of the driver and/or District. If the driver disagrees with the Director of Transportation's decision, he/she may appeal the decision to the Superintendent of Schools. In the event the route time is increased as a result of the evaluation, the increase will be retroactive to the date of the driver's request. In the event the reevaluation is requested by the employee and there is a decrease in the route time, the decrease will be effective as of the date of the Director of Transportation's decision and the employee will not have the option of bidding on a different route.

- B. Part-time bus drivers will rotate through all available daily routes on a continuous rotation. As assignment may be refused by a driver up to two (2) times during the school year before the employee loses his/her selection privileges for routes for the remainder of the school year SO LONG AS the refusal of a route does not permit a part time bus driver to exceed 27.5 hours per week.

Section 3.2 Student Supervisors.

Bus Drivers not assigned to drive a route will be assigned to work as a student supervisor on a bus. Drivers who are assigned to work as student supervisors shall be compensated a minimum of 1.00 hours or the actual time worked, whichever is longer. Bus Drivers shall be paid at their regular rate of pay for such work. Assignments to student supervisor work shall be made as described below for field trips, unless student supervision has been included as part of a driver's regular route. This portion of the Agreement shall pertain to all bus drivers.

Section 3.3. Extra duty Assignments.

Extra duty Assignments will be assigned on a rotation seniority basis amongst full-time drivers unless no full-time driver is available. No driver shall be eligible for an extra duty assignment if, in the opinion of the District, the timing of that field trip would interfere with the driver's regular routes. Once a driver accepts an extra duty assignment, the driver shall move to the end of the rotating seniority list. Drivers shall not be moved to the end of the rotating seniority list if the driver is unable to accept the extra duty assignment because the proposed assignment interferes with the driver's regular route and/or assignment. In the case of an emergency, the driver who is

in the bargaining unit that is readily available to service the route causing undue delay, a non-bargaining unit driver may be assigned.

Section 3.4. Extra Duty Compensation.

Drivers on extra duty assignments will be compensated for actual driving time only. A range of time to approximate the duration of the extra duty assignment will be included with each extra duty posting. Upon approval of the Superintendent or designee, on trips which involve multiple stops and/or the bus remaining with the students, the driver will be compensated for the time with the vehicle. If multiple stops or additional time are requested during the trips, it is the responsibility of the driver to request permission from the Director of Transportation or his/her designee before additional compensation for this time is available. In order to be compensable, the additional compensation must be approved by the Superintendent or designee.

Section 3.5. Summer School Assignments.

Summer school assignments shall be made on the basis of seniority and availability for the entire Summer School term. On or before May 15, each driver shall advise the District as to whether he/she is interested in serving as a summer school bus driver.

Drivers who accept a summer school assignment and fail to work the entire summer school session shall not be eligible to work summer school for the next year. This shall not apply when drivers are unable to work the entire summer school session due to personal or immediate family illness or bereavement leave. It shall be the employee's responsibility to provide proof of personal or immediate family illness, or bereavement leave.

Section 3.6. Reduction in Force.

If as a result of a reduction in bus routes it is necessary for the District to reduce the number of employees in the bargaining unit, all probationary employees shall be terminated prior to the release of any non-probationary employee. This portion of the Agreement shall pertain to all bus drivers.

Section 3.7. Vacancies After Reduction in Force Assignments and Reduction in Force.

If a vacancy occurs during the school term in which the employees are laid-off or during the following school term or within one (1) calendar year from the beginning of the following school term, the District shall first offer reemployment to the drivers laid off on the basis of seniority (most senior being recalled first), provided the driver to be recalled is determined to possess the current skills. This portion of the Agreement shall pertain to all bus drivers.

Section 3.8. Mis-Year Route Reduction.

If during the course of a year as a result of changes in enrollment patter, a driver's route is adjusted so that the route falls below twenty-seven and one-half (27 ½) hours per week, the driver shall remain in the bargaining unit for the balance of the school year and shall suffer no loss of benefits so long as employees pay his/her share of the benefit cost. The district reserves the right to assign the driver to other tasks of Transportation Department related work in order to provide the driver with a full schedule. If there is help needed in any Transportation Department area for which the driver is qualified, the driver can provide that help (such as supervising children on the bus, washing district vehicles, etc.) to avoid a mid-year reduction in hours. Drivers may accept or reject such offer. If employee were to reject such an offer to avoid a mid-year reduction in hours, employee shall not be eligible to receive benefits at the employee cost.

Section 3.9. Mandatory Meetings.

Employees who are required to attend meetings, called by the Administration, which occur outside of regular working hours shall be paid for such time at their regular rate of pay, rounded to the nearest quarter hour. This portion of the Agreement shall pertain to all bus drivers. Any employee that misses a required meeting must make up that meeting.

Section 3.10. Drug Testing.

If an employee is required to submit to drug testing as a result of an accident, and the employee tests negative, the employee shall be reimbursed for any work time lost while submitting to the test. The District and union agree that the District as the right to test employees for the presence of controlled substances in an employee's system for the following reasons: (1) pre-employment testing, (2) post-accident testing, (3) reasonable suspicion testing, (4) random testing and (5) for reasons required pursuant to State and/or Federal law. This portion of the Agreement shall pertain to all bus drivers.

Section 3.11. Splitting of Out of District Routes of Absent Drivers.

In the event the out of district route of an absent driver is completed by having one or more drivers do all or a portion of the route as well as their own route, then the drivers involve shall each be paid the appropriate portion of the hours of the absent driver as determined by the Director of Transportation, less the corresponding portion of the absent driver's time for pre-trip inspection, in addition to their regular hours. This portion of the Agreement shall pertain to all bus drivers. However, no part time bus driver shall perform such work unless no full-time bus driver can perform the route.

Section 3.12. Assigning Vacant Routes

In the event a new route is established or a route becomes vacant (permanently or temporarily for a period expected to last no less than 15 days) during the school year, the job shall be posted for at

least five (5) work days and all applications shall be considered. Applicants will be considered and the route will be assigned based upon the determination of the qualification and appropriateness of assignment with seniority being the deciding factor, if all factors are deemed equal between applicants, as determined by the Superintendent or designee.

Section 3.13. Overtime.

This section shall provide the basis for the calculation of overtime but shall not be construed as a guarantee of additional hours per day and/or week for any driver. Overtime shall be paid at the rate of time and one-half the regular hourly rate for all work performed in excess of forty (40) hours worked in any one week by any nonexempt employee as defined pursuant to the Fair Labor Standards Act. For purposes of figuring overtime hours, all hours must be computed per work week for actual hours worked. When practical, overtime must be approved in advance by the Superintendent or designee in order to be compensable. The normal hours of work for a driver shall not be changed solely for the purpose of avoiding the payment of overtime unless the driver has already worked a reasonable amount of overtime in the work week. This portion of the Agreement shall pertain to all bus drivers.

ARTICLE IV – SENORITY

Section 4.1. Seniority Defined.

For purposes of this Agreement, “Seniority” is defined as a driver’s length of continuing full-tie service as a bus driver in the District. Upon successful completion of the probationary period, seniority shall revert back to the most recent date of hire. A separate seniority list will be maintained for bus drivers.

Section 4.2. Seniority Lists.

Each month the District shall establish a list showing the length of continuing service of each driver. Copies of the list shall be distributed to the Union on a monthly basis in Excel. The District will also update the seniority list prior to the time that drivers select routes in accordance with Article III. A separate seniority lists will be maintained for bus drivers.

Section 4.3. Loss of Seniority.

The term seniority shall mean an employee’s service from his/her date of hire into the Transportation Union of the District. Seniority shall not be broken unless an employee (1) is discharged, (2) resigns or (3) is laid off for more than one year.

Section 4.4 Job Classifications.

Full-time employee: An employee that works 27.5 hours per week or more during each week of the school year.

Part time employee: An employee that works less than 27.5 hours per week.

Bus Driver: A district employee that drives a bus that requires a CDL and has their CDL license.

ARTICLE V – PROBATIONARY PERIOD

This portion of the Agreement shall pertain to all bus drivers.

Section 5.1. Probationary Period.

All drivers shall serve a probationary term of one full year from their date of hire.

Section 5.2. Termination of Probation.

All probationary drivers shall be deemed to have successfully completed their probationary period unless they receive notice of dismissal in writing from the Board at least thirty (30) calendar days prior to the expiration of their probationary term. If a driver successfully completes his/her probationary period the driver shall be credited for such time for the purpose of calculating seniority and benefits where such credit is applicable within the collective bargaining agreement.

Section 5.3. Suspension or Termination.

The district may suspend or terminate a probationary driver at any time during his/her probationary period at the discretion of the District. Probationary drivers have no right to grieve a suspension or dismissal.

ARTICLE VI – DISCIPLINE

This portion of the Agreement shall pertain to all full-time bus drivers and all full-time/part-time substitute bus drivers.

Section 6.1. Just Cause; Right to discipline.

All drivers who have successfully completed their probationary period shall be subject to discipline, including suspension and discharge, for just cause.

Section 6.2. Procedures to review suspension or termination.

- A. When an administrator calls a conference with an employee which might lead directly to dismissal or suspension the following provision shall be applicable:
 - 1. The employee and bargaining unit President shall be informed in advance of the purpose of the conference;
 - 2. The employee shall have the right to have a union representative present at the conference;
 - 3. The decision regarding discipline will not be made until the employee has had the opportunity to respond during the conference to any charges shared at the conference; and
 - 4. The employee will receive written notice of the administrator's decisions, including discipline if merited.
- B. In the event a bargaining unit member is relieved of his/her duty with or without pay, he/she may discuss the matter with the Superintendent before proceeding to Stage Four of the grievance procedure
- C. In the event a decision to suspend or dismiss a bargaining unit member is made by the Board of Education, The Union may proceed to Stage 5 (Arbitration) without resort to prior steps.

Section 6.3.

Upon written request from a driver, record of a disciplinary action or other adverse material shall be removed from the employee's personnel file after two years, provided there has been no reoccurrence of the original infraction or incident. However, any record pertaining to vehicle accident, driving record or other infraction while on the job shall remain in the employee's personnel file for the time period mandated by applicable governmental statute regulation. Major disciplinary actions, (such as suspension) shall be removed after three (3) years, upon written request. Evaluations shall not be removed.

Section 6.4. Surveillance Cameras/Electronic Monitoring

The union agrees that the District has the right to install video surveillance cameras/electronic monitoring devices in its vehicles.

The District agrees to post notice on the vehicle advising that the vehicle is under video surveillance/electronic monitoring.

Information obtaining via the use of video surveillance/electronic monitoring shall not be the sole/determining factor for discipline, except in cases of gross misconduct or incidences of repeated violations of the same offenses.

ARTICLE VII – HEALTH INSURANCE

Section 7.1 Health Insurance.

A. The District agrees to provide hospitalization and major medical insurance to drivers at such level as is negotiated with the Drivers Union from time to time. Married drivers, or drivers with a spouse as defined by 750 ILCS 75/1 et. seq., shall be provided benefits themselves, their spouses and their dependents. Unmarried drivers shall be provided with benefits for themselves and their dependents if any. The benefits for drivers who qualify under this provision shall be as follows based upon their yearly earnings and whether the employee earns more than/less than the equivalent to a Teacher BA1 Salary.

B. The insurance premium shall be paid in equal installments per check for 21 checks. The insurance premiums shall be based off the PSRP CBA (PSRP). The rate per check shall be prorated to account for the difference in number of checks. The PSRP payments are based off 24 checks and the Drivers payments will be based off 21 checks. For example, if the total insurance premium cost is \$2,400 PSRP will pay the total amount over 24 checks equaling \$100 per check, and the drivers will pay the total amount over 21 checks equaling \$114.28 per check. During each year of this contract the insurance premiums shall be calculated using this formula based off the PSRP CBA equivalent year's payment.

C. Any full-time employee employed by the Board may elect to receive \$3,750 as additional compensation if the employee is eligible for single health insurance but does not enroll in any health insurance; or may elect to receive, \$5,625.00 as additional compensation if the employee is eligible for family insurance but enrolls only in single health insurance; or may elect to receive \$7,500.00 as additional compensation if the employee is eligible for family health insurance but does not enroll in any health insurance. In order to prove eligibility, the employee must provide appropriate documentation to the District during open enrollment and recertify yearly that they are still eligible and entitled to their previous stipend amount. Such compensation will be paid to the employee after providing appropriate documentation and/or recertification of eligibility for certain insurance coverage and enrollment in an alternative type of coverage during the open enrollment period.

Additionally, if an employee has a qualifying life event during the plan year resulting in a change of coverage and provides appropriate documentation, then the above stipend will be prorated and/or terminated, if applicable, for the rest of the plan year. Employees must notify the District and provide documentation within thirty (30) calendar days of the qualifying life event in order to receive the prorated stipend for the rest for the remainder of the plan term, if applicable. Any failure to notify the District within thirty (30) calendar days will result in stipend payments not taking effect until the following plan year after the open enrollment period, if applicable. The health

insurance plan year is approximately July 1st through June 30th but is subject to change. The open enrollment period is typically in May but is subject to change.

The additional compensation shall be added to the employee's gross salary and paid in equal installments as part of his/her regular paycheck. Any amounts paid to the employee under this section shall be subject to usual and customary withholding of taxes, IMRF contribution (if required), and any other withholdings required by law. If the employee leaves employment with the District during the school year, the District's obligation to pay any remaining compensation under this Section shall cease on the last day of employment.

If an individual who seeks to receive the additional compensation from this provision would cause the District to violate the laws and regulations which specifically preclude an employer from offering a financial incentive or other benefits to an employee not to enroll in, or to terminate enrollment in, a general health plan that is or would be primary to Medicare shall be eligible for the additional compensation.

Employees who seek to re-enroll in the District's health insurance may do so in accordance with the rules of this plan.

The District shall provided a BC/BS dental and vision plan for all employees. The costs of such shall be borne by the District for any employee on either of the HMO plans. Employees on PPO will have to pay dental/vision on their own.

Section 7.2. Health Insurance for Retirees.

Employees with at least ten years of service with the District who wish to retire between the ages of 62 and 65 years of age shall have their individual medical insurance paid by the Board of Education until that person reaches the age of 65 or becomes eligible for Medicare as determined by the Federal Government, provided the retired employee continues to pay monthly, the amount of the premium paid by active employees.

ARTICLE VIII – LEAVES OF ABSENCE AND HOLIDAY

Section 8.1. Sick Leave.

Each full-time driver shall accrue three (3) sick days at the start of each quarter, with a maximum accrual of twelve (12) days. Each part-time bus driver shall accrue two and one-half (2.5) sick days at the start of each quarter with a maximum accrual of ten (10) days. If an employee has an extended illness as verified by a physician, the employee may draw upon unaccrued sick days for the current school year. The Board recognizes all sick leave which employees have accrued as of the date of this Agreement. Drivers shall be provided a list documenting updated accrued sick days no later than October 1st and February 1st of each year. Drivers must notify the transportation Department AND current automated attendance reporting system to report all absences at least sixty (60) minutes prior to the start of each of the driver's routes.

Section 8.2. Doctor's Certificate.

In the event a driver is sick more than three consecutive days, the District may require the driver to furnish a doctor's certificate as a condition of return. This portion of the Agreement shall pertain to all bus drivers.

The granting of sick leave shall be subject to the employee notifying the employer by 5:30 a.m. of the employee's scheduled workday by either calling into, or logging into, the employer's electronic reporting system (currently "AESOP"). Employees shall inform the officer personnel of any field trips and/or extra work to be covered due to their absence.

Section 8.3. Personal Leave.

Each driver shall be entitled to two personal leave days per year. The first such day shall accrue at the end of the first quarter, and the second such day shall accrue at the end of the first semester. Personal days are not accumulative. Personal days shall be used only to conduct personal business which cannot be reasonably conducted at any other time. Drivers must furnish the supervisor at least 48 hours prior notice of an intent to use a personal day. Personal leave may not be taken on the first day or last day of school or on a day immediately preceding or following a school holiday or other non-attendance day. Such use of personal days may be cause for discipline. Unused personal leave days will be credited toward the employee's sick leave days.

Section 8.4. Special Leave in Bereavement.

Employees shall be allowed up to three (3) total work days of absence during the school term, without loss of pay, in the event of death of a member(s) of the immediate family. Immediate family shall include parents, spouse, domestic partners as defined by law, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, legal guardians and verifiable steps (i.e. stepdad, stepmom, step-brother, step-sister, step-daughter, OR any step as authorized by the Superintendent or designee). In the event of death of other relatives not in the immediate family, an Employees shall be granted one (1) total day of absence without loss of pay, Bereavement leave shall not be cumulative. Neither shall the use of such leave cause any reduction in sick leave.

Written request to the Superintendent, the Superintendent or his/her designee may grant an additional two (2) days absence without loss of pay by reason of extenuating circumstances. If a funeral for an immediate family member (as defined above) is held in excess of 500 miles from the District administration building, the employee shall be granted the two (2) total additional work days permitted in this paragraph.

The employee shall provide a copy of an obituary from a publication and/or proof of relative's date of death for such leave.

The use of bereavement leave days shall be immediately after the death of an individual as notes above unless good cause may be shown for use of the leave at a time which is not immediately after the death (i.e. memorial service later in time). The employee shall notify the administration,

in writing, of his/her intention to use some or all of the bereavement days at a later date and or the reason(s) for the intended use of some or all of the bereavement days at a later date.

Section 8.5. Jury Duty.

A driver who misses work days because he/she is required to serve on jury duty during the school year shall receive his/her full salary during the period of such service. Any jury duty compensation shall be turned over and remitted to the District.

Section 8.6. Holidays.

Drivers shall be entitled to the following paid holidays: Labor Day*, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. King's Birthday, Lincoln's Birthday or President's Day, Casimir Pulaski Day, Memorial Day (only employees who are working summer school shall be entitled to a paid holiday for Independence Day.)

The Board will determine one additional floating holiday per year. Should any days not fall on a normally scheduled work day (Monday-Friday) or should school be in session on these days the administration shall provide a floating day or days in lieu of said holiday. While double time shall be paid to employees who work on a legal holiday, any bargaining unit member required to work on such floating days will be paid at the rate or time and half. Additionally, a full days time off shall be granted for the day after Thanksgiving, Christmas Eve and New Year's Eve. Employees must work their full assignment on the last regularly scheduled work day before a holiday and their full assignment on the first regularly scheduled work day after the holiday to be paid for the holiday. (Double time shall be paid for all hours worked on a holiday, provided prior approval is obtained for extra work from the Assistant Superintendent for Business or Superintendent and/or his/her designee. Employees assignment to out of district routes shall be eligible for double time for working on a holiday based on the holiday on the calendar for the other district.

The following are the only absences before or after a holiday for which an employee shall receive holiday pay:

- A. Verified bereavement due to death of an immediate family member as defined in section 8.4. of this contract
- B. Subpoena for court appearance for District 99 business only
- C. Jury Duty. (With compensation for such duty returned to the district less reimbursement for travel and meals).
- D. Superintendent approved union business.
- E. Verified hospitalization of employee (including outpatient medical procedures).
- F. Superintendent approved extended illness of three or more days.

*If it falls after the opening of school

ARTICLE IX – UNION RIGHTS AND RESPONSIBILITIES

This portion of the Agreement shall pertain to all bus drivers.

Section 9.1. Bulletin Board.

The District shall provide a bulletin board at the garage and any other facility where transportation vehicles are located for the purpose of Union Business notation. The Employer will provide all Union stewards and representatives reasonable access to the designated Union bulletin board.

Section 9.2. Chief Steward.

The Union shall designate one driver who shall serve as the Chief Steward for purpose of dealing with the District on matters relating to the interpretation and enforcement of this Collective Bargaining Agreement (CBA). The Union may also designate drivers to serve as Stewards in the absence of the Chief Steward, so long as the total number of Steward does not exceed three (3) drivers. The Union shall notify the District of the names of all the Stewards.

The Union's Stewards shall be allowed to meet with employees to discuss matters regarding enforcement of the CBA during work hours, as long as the Steward as permission to do so and it does not interrupt normal business operations.

The District shall permit Union representatives and Stewards to meet with employees on District premises during the work day in order to investigate and discuss grievances and workplace related complaints as long as It does not interrupt normal business operations.

Section 9.3. No Strike.

During the term of this Agreement there shall be no strikes, work stoppages, or slowdowns. No officer or representative of the Union shall authorize, institute, instigate or condone any such unlawful activities. The District agrees that during the term of this agreement that no members of the Union shall be locked out because of a labor dispute in accordance with the law. If the law shall change during the term of this agreement, the parties may discuss the provision so f the law as amended if one side deems it necessary for the protection of the validity of this agreement.

Section 9.4. Union Dues: Fair Share.

The District shall deduct union dues and all other authorized deductions, fees and assessments from a unit member's earnings upon notice of the appropriate written authorization from the Union. The written authorization shall be submitted to the Union fully filled out and properly executed by the employee prior to delivery to the District. The Union shall tender copied of the executed forms to the District on or before the first

day of student attendance of each year of this agreement. Upon receiving authorization to deduct dues, the District will commence dues deductions no later than thirty (30) days after receiving notice from the Union and transmit such dues no later than ten (10) days after they are deducted. The deductions shall remain in effect until the District receives notice from the Union that an employee has revoked their authorization in writing or the employee is no longer employed by the District in a bargaining unit position. The Union is responsible for notifying the District of any unit member's request to authorize, revoke, cancel or change authorization for payroll deductions. For those members hired after the start of the school year, the Union shall tender copies of the appropriate executed written authorization forms to the District within a reasonable time.

The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law.

The Union shall indemnify, defend and hold harmless the Board of Education, District, its members, officers, agents and employees from and against any and all claims, damages, costs, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Board or District for the purposes of complying with this provision, on reliance on any list, notice, certification, affidavit or assignment furnished under any of the provisions of this agreement.

Section 9.5. No Union Activities During Work Hours

Bargaining unit members shall not perform any Union duties or services during work hours, unless they are an appointed Union Steward performing their duties described in section 9.2.

Section 9.6. Discipline of Strikers.

The District has the right to discipline, up to and including discharge, its drivers for violating the no-strike provision set forth in Section 9.3.

Section 9.7. Meeting Space.

The District shall allow Union meetings on District property. The meetings shall be conducted so that they do not interfere with employee duties. The Union or its designee shall submit a request in writing to the human resources department within one (10) week of the planned meeting and the request shall not be unreasonably denied.

Section 9.8. New Member Orientation.

The District shall notify the Union of all new employees within ten (10) days of their date of hire. The District shall allow up to one (1) hour for the Union Representative or

designee to conduct a new member orientation with newly hired employees, without loss of pay.

ARTICLE X – MANAGEMENT RIGHTS

The portion of the Agreement shall pertain to all bus drivers.

Section 10.1. Management Rights.

Except as amended, changed or modified by this Agreement, the District retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to: The right to hire, promote, demote, transfer, evaluate, allocate and assign drivers; to discipline, suspend and discharge for cause (probationary drivers, without cause); to relieve drivers from duty because lack of work or other legitimate reasons; to determine the size and composition of the work force, to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and section and work to be performed therein; to determine the numbers of hours of work and shifts per workweek; to establish and change work schedules and assignments; to introduce new methods of operations; to eliminate contract and relocate or transfer work and maintain efficiency.

Section 10.2. No Conflict.

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the District, except that the exercise of its rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

ARTICLE XI – SUBCONTRACTING

Section 11.1. Policy: Meet and Confer.

It is the general policy of the District to continue to utilize its drivers to perform work they are qualified to perform. However, the District agrees to follow Section 10-22.34c of the Illinois School Code (105 ILCS 5/10—22-34c) as required should it decide to subcontract the work performed pursuant to this collective bargaining agreement. This portion of the Agreement shall pertain to all full-time bus drivers and all full-time substitute bus drivers.

ARTICLE XII – GRIEVANCE AND ARBITRATION

This portion of the Agreement shall pertain to all bus drivers.

Section 12.1. Definition.

A grievance is a complaint involving a work situation or a complaint that there has been a deviation from different interpretation of, or misapplication or a practice or policy; or, a complaint that there has been a violation, a misinterpretation or a misapplication of any provisions of this Agreement; or any matter relating to an official reprimand, continued service or reemployment of a driver.

Section 12.2. Basic Principles.

- A. Any driver or group of such drivers shall have the right to present grievances in accordance with these procedures. A group shall consist of drivers who hold the grievance in common.
- B. All discussions shall be kept confidential by all parties involved during all stages of a grievance.
- C. A driver who participates in the grievance procedure shall be free from disciplinary action or reprisal because of such participation.
- D. The Administration has the responsibility to consider and take prompt action within authority delegated to it, on grievances presented to it.
- E. The failure of the Union to act within the time limits herein set forth will act as a barrier to any further appeal. The Administrator's failure to render a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.
- F. Hearing and conferences held in the nature of executive sessions under this procedure shall be conducted in one of the school offices at a time that will afford a fair and reasonable opportunity for all persons, including witnesses, to be present.
- G. It is agreed that no grievance will be suspended or delayed by the summer vacation.

Section 12.3. Procedures.

- A. First Stage. The aggrieved employee shall request an informal conference with the immediate supervising administrator regarding the adjustment of any grievance. This is to be done within ten (10) school days after the employee becomes aware of the alleged violation. At such and all future conferences regarding the alleged grievance, the employee may be represented by a Union representative. The immediate supervising administrator may have a representative of his choice. The aggrieved employee must be present at this as well as at all subsequent meetings. No other Union organization shall represent the employee. If the aggrieved employee is dissatisfied with the outcome of the conference, he is privileged to proceed to the second stage.

- B. Second Stage. In the event the grievance has not been settled satisfactorily at the first stage, the aggrieved employee, if he/she chooses the Union as his representative, shall file a signed statement setting forth all the pertinent facts, dates relative to the complaint, and the remedy sought to the Union's Executive Board. Copies shall be submitted to the immediate supervising administrator of the aggrieved employee to the Superintendent, and to the Assistant Superintendent.

The aggrieved employee having filed the grievance in writing, shall at a mutually agreeable time discuss the matter with the immediate supervising administrator and his representative if he/she so desires in the presence of a union representative, with the objective of resolving the matter. The filing of the grievance at the second stage must be within fourteen (14) days of the first stage decision. The immediate supervising administrator who has authority to make a decision on the grievance shall make such a decision and communicate it in writing to the aggrieved employee, to the Superintendent, to the Assistant Superintendent, and to the Union President within fourteen (14) days.

- C. Third Stage. In the event a grievance has not satisfactorily, resolved at the second stage, the aggrieved employee or his representative, within fourteen (14) days of the Administrator's written decision, shall submit a written statement of rejection with specific reasons to the Superintendent and to the Assistant Superintendent. Copies of this statement are also to be forwarded to the grievant, to the Administrator involved, and to the Union President.

Within fourteen (14) days after the written rejection is submitted, the aggrieved employee, the Administrator, the Superintendent, the Assistant Superintendent, and the Union representative (if the aggrieved employee wishes) shall meet in an attempt to resolve the grievance. The Superintendent shall file an answer within fourteen (14) days of the third stage grievance meeting and communicate to each party participating in the third stage conference.

- D. Fourth Stage. If the grievance cannot be settled at the third stage, said grievance shall be submitted to the Board through the Superintendent at a mutually agreed-upon "Executive Session." This "Executive Session" shall be held within thirty (30) days after receipt of the grievance by the Board. The aggrieved employee and the Union shall present a written brief to the Board in advance of the "Executive Session." The Board shall allow the employee and his representative to present their case orally at the "Executive Session."
- E. Fifth Stage. If the Union is not satisfied with the decision of the Board, the Union may appeal the grievance to arbitration by notifying the Superintendent in writing within ten (10) calendar days after receipt of the Board's response at the Fourth Stage. Within ten (10) days after receipt of such request, the Union and Board shall jointly submit the dispute to the American Arbitration Association and shall request a panel of five (5) arbitrators. Both the Board and the Union shall have the right to strike two names from the panel. The arbitrator shall fix the time and place of the hearing which shall be as soon as possible after his selection, subject to reasonable availability of the board and Union representatives.

The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the agreement be deleted, modified or amended by the arbitrator. The arbitrator shall consider and decide

only the specific issue raised by the grievance as originally submitted. The arbitrator shall have no authority to make its decision on any issue not submitted to him. The arbitrator shall submit his decision as soon as possible following close of the hearing or submission or written memoranda by the parties. In the event that arbitrator finds a violation of this Agreement, he/she shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties.

The fee and expense of the arbitrator and the cost of written transcript, if requested by both parties, shall be divided equally between the board and the Union. Should only one party request a transcript, that party shall pay for the cost of the transcript.

ARTICLE XIII – WAGES-WAGE INCREASE

Section 13.1. Wages.

For the remaining term of this Agreement, all employees driving a bus that requires a CDL license will be paid at the same rate, as follows:

| | | |
|--------------|----------|---------|
| July 1, 2024 | \$ 26.84 | (4.5%) |
| July 1, 2025 | \$ 27.84 | (3.75%) |
| July 1, 2026 | \$ 28.88 | (3.75%) |
| July 1, 2027 | \$ 29.97 | (3.75%) |
| July 1, 2028 | \$31.09 | (3.75%) |

Section 13.2 Longevity.

The longevity stipend shall only be available to employees eligible to receive the stipend. Employees eligible to receive the stipend will receive annual longevity increments as follows.

| | |
|---------------------------|-------|
| After 10 years of service | \$450 |
| After 15 years of service | \$550 |
| After 20 years of service | \$650 |
| After 25 years of service | \$750 |

Section 13.3. Reporting Pay.

Any driver who reports for work on a day when school and/or district transportation service have been cancelled shall be paid one hour of his/her pay for the day unless the District has notified the public via radio and TV that school is cancelled at least one hour prior to the driver's start time or unless the District has notified the driver by phone that school is cancelled at least one hour prior to the driver's start time.

Section 13.4. Attendance Incentive Pay.

Any driver using two (2) or less full days of Sick Leave and Personal Leave in one fiscal year shall be given \$500.00 as incentive pay at the conclusion of the fiscal year. Any driver who completes the fiscal year with perfect attendance shall be given \$1000.00 as incentive pay at the year. Drivers shall only be eligible for the greater incentive documented above. In no case may a driver receive both payments. Drivers will be paid the incentives within two pay periods of the end of the fiscal year.

Section 13.5. Safe Driver Bonus.

Any driver who, during any school year during which this Agreement is in effect: (i) does not receive any ticket(s) or citations for a traffic law violation(s), and (ii) does not have any motor vehicle accident(s) for which the driver is determined to be at fault, will receive a bonus of three hundred dollars (\$300.00) at the end of the school year. This bonus shall be an additional payment and shall not be added to the driver's base wages.

Section 13.6. Working Without a Bus Aid.

When a driver is required to operate without a Bus Aid, the driver shall receive an additional one-half (1/2) hour of pay for that workday.

Section 13.7 Pay for Bus Deep Cleaning

When a driver is required to "deep clean" a bus, as set forth in Appendix A of this Agreement, the driver will receive an additional one-half (1/2) hour of pay for that workday.

ARTICLE XIV – RETIREMENT

Section 14.1. Retirement Eligibility.

Unit members will be eligible to retire:

1. After ten (10) consecutive years of full-time service in the District immediately prior to their requirement date;
2. If the bargaining unit member meets IMRF requirements for retirees; and
3. The bargaining unit member has applied for retirement and been approved by IMRF for retirement.

Section 14.2 Retirement Severance Pay.

A unit member who has entered upon retirement allowance granted by the IMRF, who last active service, prior to such retirement was in the employ of the BOARD, and who has terminated his/her employment with the BOARD, shall be paid by the BOARD severance pay of two hundred fifty dollars (\$250) per year for each full year of service in the employ of BOARD. The payout shall be made as a post-retirement severance payment.

14.3. Unused Sick Leave Reimbursement

Upon retirement, a service employee with ten years of service in District 99 will receive fifty dollars (\$50.00) per day for unused sick leave up to a maximum of \$5,000. This payout will be paid only to an employee who has accrued sick days remaining after the employee has utilized any and all sick days to secure additional service credit with IMRF. The payout shall be paid as a post retirement severance payment once the employee's final retirement has been calculated by IMRF and the employee provides his/her final unused sick day report to the District he/she received from IMRF.

14.4 Health Insurance for Retirees.

Health Insurance for retirees is covered in Section 7.2 of this contract.

ARTICLE XV UNIFORMS, IDENTIFICATION, COMMUNICATION DEVICES

Section 15.1 Dress Code.

The School Bus driver will provide slacks or jeans for pants. For all employees, clothing must be clean and without rips, tears, frayed edges or holes. Shorts may be worn and must not have rips, tears, frayed edges or holes, and must have an inseam of at least eight inches. Sweatpants or sweat shorts are not acceptable. The School Bus Driver will provide shoes that fit securely around the employee's foot and are closed-toe, closed-heel, and have a non-slip sole (for example, cross-trainers or other such shoe). – They shall be clean and free of tears or holes. Slippers, sandals or high-heeled shoes/boots, or any kind are not acceptable. The School Bus Driver must wear the shirt or shirt and jacket and Identification card at all times when on duty or on Cicero School District 99 property.

In the alternative, such employees may wear other shirts with the Cicero School District 99 logo purchased separately from the Cicero School District 99. In lieu of the jacket, School Bus Drivers may wear a sweatshirt with the Cicero School District 99 logo, that has not been altered, that the employee has purchased separately from Cicero School District 99. Cicero School District 99 will provide an identifying name tag for each employee. Employees must wear the name tag at all times they are wearing the uniform. The following applies to all Cicero School District 99 employees: when employees are on duty or on Cicero School District 99 property, they shall maintain professional standards of dress and grooming/hygiene that demonstrate their regard for education,

reflect positively on Cicero School District 99, and do not endanger the health or safety of employees or students. Employees shall not wear jewelry or accessories that can be grabbed by students or caught in equipment including but not limited to wheelchairs and bus equipment. Employees shall not have visible clothing, jewelry, or tattoos with language or images that are inappropriate for the school setting.

Section 15.2. Uniform Attire.

Cicero School District 99 will provide each School Bus Driver upon becoming a full-time employee with five (5) shirts, one (1) vest, and one (1) jacket, and annually thereafter provide one (1) additional shirt and vest. The Cicero School District 99 logo will be visibly displayed on the garments, and either a District supplied shirt, jacket, or vest must be worn during the School Bus Driver's shift. If replacement shirts, vests, or jackets are needed during the school year the School Bus Driver will be responsible for purchasing a replacement.

Section 15.3. Uniforms.

School Bus Drivers are the ambassadors of our profession and Cicero School District 99. Next to the appearance of the buses themselves, they represent themselves and Cicero School District 99 in all facets of their responsibilities. They relate with the public in the way that they safely and defensively drive their buses and how they interact with the public, parents, students, and school officials, and their general appearance. Inasmuch as they are ambassadors and we are providing services for Cicero School District 99, it provides a much more positive image for our school bus drivers to be attired in a uniform manner and in a manner that identifies them as employees of Cicero School District 99. Uniforms generally also assist the driver in relating with an disciplining students by clearly identifying the driver as the authority figure. In field trip situations it presents a positive image of Cicero School District 99 and helps the group leader to identify the driver, whom they generally have never met before. In dealing with Special Students. It assists in identifying the driver to parents and students and has a comforting, soothing and reassuring effect on the students.

Section 15.4 Uniform Procedure.

Cicero School District 99 School Bus Drivers will be required to wear the uniform at all times that they are on duty, and strongly discouraged from wearing them in public places that would bring discredit to Cicero School District 99.

Section 15.5 Identification Cards.

Each employee shall be furnished with an identification card provided by the district. The identification card must be worn and visible when on district property and driving a district bus.

Section 15.6. Communication Devices.

Employees shall not use district communication devices (e.g., cellular phones, radios, email and computer systems, and all other communication devices) for non-district business purposes. Employees shall not use personal communication devices while performing their job duties except in cases of emergency. Use of such devices may be allowed for health or safety reasons.

ARTICLE XVI VEHICLE USE AND CLEANING

Section 16.1 Vehicle Responsibility.

Employees will not knowingly abuse, at any time, the vehicle entrusted to them, but, to the contrary, shall guard that vehicle and take every precaution to ensure its safe, efficient and proper operation. Employees shall be required to complete all of the tasks and/or duties listed in Appendix A (Pre-Trip Inspection form)

Section 16.2 Bus Cleaning

The Drivers will be provided with all necessary supplies for leaning of the buses. Employees shall be required to complete all of the tasks and/or duties listed in Appendix B (Bus Cleaning Checklist).

ARTICLE XVII PUBLIC COMPLAINT PROCEDURE

Any parent or citizen complaint about an employee shall be reported immediately to the employee by the Transportation Director. Every effort will be made to resolve complaint at the earliest opportunity. As such, the complainant is encouraged to meet with the employee against whom the complaint is lodged in order to informally resolve the complaint.

The Transportation Director will inform any complainant that wishes action taken against an employee that they must file a complaint in writing within ten (10) days of first contact with the Director. The complaint shall include the nature and details of the incident that give rise to the complaint, the name, and address of the complainant, and shall be signed and dated by the complainant.

The employee shall receive a copy of the complaint upon receipt by the Transportation Director, and shall have ten (10) days to respond to the complaint in writing. The employee's written response shall be attached to the complaint. Should the employee choose not to respond to the complaint it shall not be construed that the allegations are true.

The complaint and the attached response, if any, shall be kept in a separate file until such time that the Transportation Director has investigated the allegations to determine

their veracity. Such investigation may include meeting(s) with the complainant and/or the employee. If the Transportation Director deems it necessary a meeting with the complainant, employee and student (if applicable), shall be called by the Director for the purpose of attempting to resolve the complaint.

If after investigation the Transportation Director determines that the allegation(s) in the complaint are sufficiently serious to warrant in cause to initiate disciplinary proceedings against the employee, disciplinary action may be imposed only in accordance with the provisions of Article VI of this Agreement.

ARTICLE XVIII JOB-RELATED COURSES; COURT TIME

Employees will be reimbursed for job related requirements including educational courses (equivalent to current cost of district-scheduled courses) related to school bus transportation.

Drivers will receive three (3) hours pay for court attendance for stop arm violations. Employees shall be paid actual time for attendance to job related courses, such as, first aid, defensive driving, safety meetings, etc.

Employee's failure to pass all required training and tests by the District and State will disqualify employee from employment.

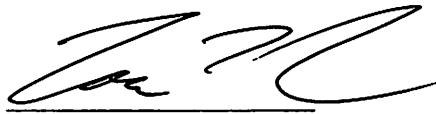
Employees are also responsible for following all Board policies.

ARTICLE XIX – APPROVAL AND EXECUTION

WITNESS WHEREOF the parties hereto after due consideration have cause this Agreement to be executed by the duly authorized officer this 14th day of August, 2024.

BOARD OF EDUCATION

Cicero Public School District 99
Cook County, Illinois



President



Secretary

CICERO COUNCIL

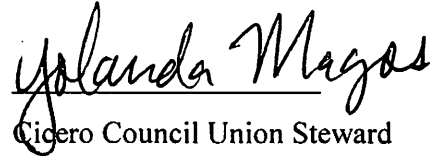
Service Employees
International Union
Local No. 73, CTW
Chicago, Illinois



President



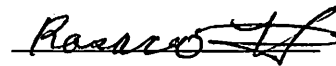
Secretary



Cicero Council Union Steward



Bargaining Committee Member



Bargaining Committee Member

NA

Bargaining Committee Member

APPENDIX A

School District or Contractor's Name _____

Bus Identification No. _____ Date _____

Time _____

PLEASE CHECK 'S' FOR SATISFACTORY OR "U" FOR UNSATISFACTORY. CHECK (✓) EACH COMPONENT CAREFULLY AND INDIVIDUALLY

Open Hood and Check

S U

- Oil
- Coolant
- Battery
- Transmission Fluid
- Master Cylinder Brake Fluid

S U

- Power steering Fluid
- Washer Fluid
- All Belts
- Wiring

Signature of person performing above inspection if not the driver / Date _____

Driver Enters Bus and Checks:

S U

- Steps
- Cleanliness
- Seats
- Seatbelts (if applicable)
- Windows

S U

- Warning Devices
- Fuses
- First Aid Kit
- Fire Extinguisher
- Lettering

Record Odometer reading and confirm that the reading is not greater than the miles recorded on the back of the Certificate of Safety (If odometer reading is greater, the Certificate of Safety has expired)

Driver Starts Engine, Activates All Interior Lights and Checks:

S U

- Steering Wheel
- Windshield Wipers and Washers
- Heater and Defroster
- All Interior Lights
- Horn
- Service Door (open and close)
- All Mirrors (adjustments)
- Sun Visor
- Emergency Exits (windows & doors) and Alarms
- Clutch (if applicable)
- Braking Warning Alarm

S U

- Controls and Indicators
- Ammeter (Voltmeter)
- Gear Shift Lever
- Neutral Safety Switch
- Water Temperature Gauge
- Fuel Gauge
- Vacuum or Air Pressure Gauge
- Odometer
- Switches
- Driver's Seat Belt

With Engine Running, Driver Activates All Exterior Lights, Waks around the Bus and Checks:

S U

- Right Front Wheel and Tire
 - Right Side Marker and Turn Signal Lights
 - Right Side Reflectors
 - Right Side Rear View and Safety Mirrors
 - Crossing Control Arm (if applicable)
 - Headlights (high/low beams)
 - Front Turn Signal Lights
 - Front Clearance Lights
 - Front Identification/Cluster Lights
 - Front Eight Light Flashing System
 - Front Reflectors
 - Windshield
 - Underside of Chassis
 - Crossover Mirror(s)
 - Left Side Rear View and Safety Mirrors
 - Left Front Wheel and Tire
 - Driver's Side Window
 - Stop Arm Panel
 - Left Side Marker and Turn Signal Lights
 - Left Side Reflectors
 - Side Emergency Door (open and close) (if applicable)
 - Left Rear Wheel(s) and Tire(s)
 - Exhaust System (tail pipe clear?)
 - Rear Tail/Brake Lights
 - Rear Turn Signal Lights
 - Rear Clearance Lights
 - Rear Identification/Cluster Lights
 - Rear Eight Light Flashing System
 - Rear Reflectors
 - Strobe Light (if applicable)
 - Rear Emergency Door (open & close) (if applicable)
 - Right Rear Wheel(s) and Tire(s)
 - Fuel Tank Filter Caps
 - Emergency Exit Reflective Tap (if Applicable)
- Drive bus forward and Apply Brakes**
- S U
- Service and Emergency Brake Operation

Appendix B

Date _____

Bus # _____

- ___ Check bus thoroughly after each route for students and Items left on the bus
- ___ Driving windows, doors, and mirrors to be kept clean inside and out
- ___ Driver compartment area cleaned
- ___ Garbage emptied
- ___ First aid kits properly supplied
- ___ Floor is to be swept
- ___ Surface of seats clean of any debris
- ___ All seat repairs/mechanical repairs written up
- ___ Flair box is clean of debris

Items: to be cleaned before each last working day of each month

- ___ All of inside windows are clean
- ___ Glove box is clean and empty except for Voban and inspection book
- ___ Floor is to be washed
- ___ All seats/car seats/special education equipment cleaned
- ___ Sidewall and side rail ledge clean

Driver's Signature: _____

Monitor's Signature: _____