

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

**SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 73**

**Effective
July 1, 2021 through June 30, 2025**

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Agreement

This Agreement is made and entered into effective as of July 1, 2021 by and between Illinois Central School Bus, LLC. (herein after referred to as the "Company", or "Employer") and the Service Employees International Union ("SEIU"), Local 73 (herein after referred to as the "Union"), covering employees of the Company located at 3401 East 15th Avenue, Gary, Indiana.

ARTICLE I INTENT AND PURPOSE

Section 1: The parties hereto enter into this Collective Bargaining Agreement for the purpose of maintaining mutually beneficial labor relations and to establishing methods for a fair resolution of disputes that may arise between the parties. Both parties pledge to cooperate with each other in good faith in the enforcement of the terms of this Agreement. Both parties desire to provide uninterrupted operations to the clients we serve and to provide a secure and productive work environment to the employees of the Company.

Section 2: The Union on behalf of the bargaining unit agrees that each employee covered by this Agreement shall devote his/her full attention and best efforts to the performance of his/her job duties. During all scheduled and/or assigned work time, employees will not engage in any activities which are not related directly to the performance of their jobs.

ARTICLE II WAIVER

Section 1: The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties agree that the Agreement contains the complete and entire Agreement and understanding between them and that there are no other understandings, oral or written side agreements as to the interpretation of this Agreement and that this Agreement finally determines all matters of collective bargaining between the parties. Therefore, the parties for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to, or covered in this Agreement. Changes to this Agreement, whether by addition, waiver, deleting, amendment, or modification must be reduced in writing and executed by both parties, Company and Union.

ARTICLE III UNION RECOGNITION

Section 1: The Company recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, wages, benefits, hours of work, and other conditions of employment for all full-time and regular part-time employees defined as Drivers,

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Matrons/Monitors, and Bus Washers employed by Illinois Central School Bus, LLC., at its facility currently located at 2411 W. 47th Ave., Gary, Indiana, 4550 West 5th Ave., Gary, Indiana, and 7301 East US 20, Gary, Indiana, excluding all non-bargaining unit employees, guards, and supervisors, defined in the Act.

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

**ARTICLE IV
UNION SECURITY**

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

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

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

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

Section 2.1: Check-off: Upon receipt by the Company of a written dues deduction form from an employee, the Company shall deduct from the wages due to the employee uniform dues and initiation fees or service fees as determined by the Union. No later than the fifteenth (15th) calendar day of each month, the Company shall remit to the Union all deductions for dues, initiation fees, or service fees made from wages of employees from the previous month, together with a list of employees for whom such dues, initiation fees or service fees are being remitted.

COPE Contributions: Upon receipt of a lawfully executed written authorization by the employee or until such authority is revoked by the employee, contributions to the S.E.I.U. Committee on Political Education, managed and operated by the Union, will be deposited by electronic transfer

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to an eligible ACH Clearing House account designated and managed by the Union - in the amount designated by the employee. Such contributions shall be made by electronic transfer from the employee's pay each month. The S.E.I.U. Committee on Political Education shall refund to the employee any contributions, which may have been transferred erroneously, or any monies, which may be remitted erroneously.

S.E.I.U. COPE Indemnification: The Union agrees to indemnify and hold the Company harmless against any and all claims suits, orders, or judgments against from any actions taken or not taken by the Company pursuant to the provisions of this Agreement.

Section 3: Non-Payment of Dues: Employees who fail to pay the full and appropriate uniform dues, service fees, and initiation fees as determined by the Union and this Agreement, may not be retained in the employ of the Company. Upon written notice from the Union to the Company requesting the discharge of any such employee, and provided that the Union can show proof that it has mailed the employee a certified letter, the Company will, within one (1) week of receipt of such notice, discharge any such employee.

Section 4: Hold Harmless: The Union shall indemnify and save the Company harmless against any and all claims, demands, actions or liability whatsoever that may be made against the Company or incurred by it arising from the enforcement of this Article. Should this clause be invoked by the Company, the Company agrees that the Union shall be afforded the right to jointly participate in such defense.

Section 5: Notification: At least once a month, the Company shall notify the Union, in writing, of all hires, discharges/terminations, and changes in employee's status and job classifications for all bargaining unit employees. In addition, the Company will provide a list of employee's pay rates at such times.

Section 6: New Employees: An authorized Union Representative shall be given not more than twenty (20) minutes of non-compensated time for the purpose of presenting general Union information to the new employees and providing the employee with a copy of this Agreement. Such presentation will be scheduled by the Base Manager prior to the first full scheduled week of work.

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

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

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

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**ARTICLE V
MANAGEMENT RIGHTS**

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

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

The Company shall maintain its right, as to all or any part of the work performed by the bargaining unit employees, to discontinue operations, to transfer operations to another facility, and to utilize working supervisors subject to the terms and provisions of this Agreement. It is further agreed that the above detailed enumerations of management's rights shall in no way be deemed to exclude any other management rights that may not have been specifically enumerated. None of these rights shall be exercised in a capricious or arbitrary manner or without good and just cause.

Section 2: Nepotism: No relative may be employed in a position where he/she is disciplined, given performance reviews or otherwise supervised by a relative in his/her immediate family. The definition of immediate family is defined in Article XV Section 3. This section does not apply to the summer interns who are high school or college students hired for a brief amount of time to do non-bargaining unit work.

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ARTICLE VI UNION RIGHTS

Section 1: Union Visitation:

a. **Meetings with the Company.** The official Union Representative or his/her designee may enter the Company's premises to attend grievance meetings and other such meetings as may be scheduled between the Union Representative and the Branch Manager. The Business Agent's access under this Section shall be limited to the meeting space designated by the Branch Manager.

b. **Other Access.** The official Union Representative, and such other Union representatives and/or agents as the Branch Manager may approve in advance, will be granted access to such areas of the Company's premises and for such purposes and at such times as the Branch Manager may approve in advance of such visits, but no less than one time per month, in order to meet with the employees in the Bargaining Unit. Such meetings shall not take place during working hours and shall not take place at any facility, location or function of any customer of the Company except by invitation of such customer, or if the meeting is open to the public. Such visits shall not interfere with the Employer's operations or performance of work by an employee(s).

Section 2: Union Bulletin Board: The Company shall provide the Union with a regular bulletin board in a prominent location inside the Company's facility exclusively for its own use. All material posted on the Union Bulletin Board shall be approved and initialed in advance by the Chief Union Steward or his or her designee. It will be the responsibility of the Union to ensure that postings will be limited to matters pertinent to official Union business. The Company reserves the right to meet with the Union Chief Steward and request that the Union remove any postings that the Company feels are objectionable. If the Steward disagrees with the Company's objections. He/She will contact the Union representative to discuss the contents of the material. If the Union representative agrees with the Company, he/she will direct the Steward to remove the posting immediately. Objectionable postings are those, which are any stated deterrent to any employee, the Company, School District Members, or any political statements that are negative in nature.

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

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

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his/her appointment shall have been received by the Company from a duly authorized officer of the Union. All stewards will be regular employees of the Company. 8

ARTICLE VII DISCIPLINE

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

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

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

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

Section 4: Right to Representation: The Company agrees that it will notify the employee and the Union of any investigation that could lead to a disciplinary action against an employee. However, if the employee requests confidentiality, no notice to a Steward is required.

Section 5: Pending Investigation: If an employee is suspended pending an investigation and is found to be innocent, he/she will receive back pay for all time lost.

Section 6: Non-Disciplinary Meetings: Employees are encouraged to have another employee accompany them when meeting with the employer.

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ARTICLE VIII DISCHARGE

Section 1: No employee shall be discharged without just cause. In the event the Employer should find it necessary to discharge a driver without prior written warning for an offense that is not listed in this article, the Employer shall have the burden of establishing that the offense is so intolerable that a prior warning would be unnecessary and inappropriate. The Company will provide written notice of an employee's discharge to the Union and where appropriate to the discharge date, provide written reasons for such discharge.

In the event of an occurrence, which is covered under this article, the employee may be suspended subject to discharge for up to five (5) workdays, Monday through Friday excluding holidays, pending the outcome of an investigation. If necessary, the suspension period may be extended upon mutual agreement between the Company and the Union. Items covered in Section 1 are subject to grievance and/or arbitration only as to the fact of committing such act or failure to act.

Section 2: During the period of the initial suspension, a hearing will be scheduled as mutually agreed upon by the Union and the Company. At the hearing, the Company shall restate the reason(s) for suspension and the employee and the Union shall have the opportunity to present to the Company any information believed relevant to the circumstances from which the suspension arose. Following such hearing the Company shall take the matter under advisement and shall within forty-eight (48) hours of the hearing, revoke, affirm or convert the initial suspension to discharge.

The employer shall uniformly enforce its rules and regulations. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this article shall be settled in accordance with Article X, Grievance and Arbitration Procedure.

Section 3: Discipline File: All disciplinary notices will remain in an employee file but cannot be used in the progressive disciplinary steps after 12 months.

ARTICLE IX COMPANY RULES AND REGULATIONS

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

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

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

ARTICLE X GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

Section 2:

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

The Contract Manager or the immediate supervisor with the Steward, shall then attempt to satisfactorily adjust the concern. If no satisfactory settlement is reached within three (3) working days of the Contract Manager's answer to the employee, then the matter shall be reduced to writing and signed by the aggrieved employee and processed to the next Step. The Company shall not be obligated to respond to or process any question or employee concerns not reduced to writing within the five (5) workdays of the Contract Manager's reply.

STEP 2: If no satisfactory settlement of the question is reached at STEP 1, the concern, properly filed, becomes a grievance and may be processed to the Contract Manager within five (5) workdays after the receipt of the decision of the immediate supervisor. A conference between the aggrieved employee(s), the Steward and the Contract Manager

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shall be held within five (5) working days in an attempt to resolve the issue in question. The Contract Manager shall respond in writing to the aggrieved employee, with a copy provided to the Union, his or her decision within five (5) work days from when the meeting took place. If the answer is not satisfactory with the employee and/or the Union, the grievance may be processed to STEP 3. Providing the Union responds in writing to the Contract Manager that the STEP 2 answer is not satisfactory and the Union's response is within five (5) workdays.

STEP 3: In the event the grievance is not satisfactorily settled in STEP 2, the grievance may be filed with the Senior Contract Manager or his/her designee within five (5) workdays of the Contract Managers answer to the Union and aggrieved employee(s). The Senior Contract Manager or his/her designee will attempt to resolve the issue and will schedule a meeting within five (5) working days, after receiving the grievance, with the Union and the aggrieved party. The Senior Contract Manager or his/her designee will respond to the Union, generally the Union Representative, in writing of the decision within five (5) workdays from the time of the Union's meeting with the Senior Contract Manager. If the grievance is still unresolved, the Union may process the grievance to arbitration provided the Union notifies the Senior Contract Manager or his/her designee in writing within twenty (20) work days of the Senior Contract Manager's answer to the Union.

STEP 4: During the term of this Agreement, any party can request arbitration provided the grievance is timely and the question is specifically addressing the terms or conditions of the Agreement or of its application. If no agreement has been reached in the above STEPS, the parties will request from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) but not both, a panel of seven (7) arbitrators. Within five (5) working days of the receipt by both parties of the arbitrator list, the Company and the Union will then move to selecting the arbitrator. The Union and the Company, in that order, shall each strike from the list. The remaining name shall be the impartial arbitrator.

- (a) No Arbitrator shall go beyond the interpretation and/or application of this Agreement or the obligation of the parties under this Agreement. It shall in no way be construed that the Arbitrator shall have the power to add to, subtract from, or modify in any way the terms of this Agreement. Issues not directly involved in the case under submission shall not be decided by the Arbitrator and no Arbitrator shall have the power to modify, change or interpret any wage rates. The Arbitrator shall agree to be bound by this Agreement.
- (b) If a grievance settlement or arbitrator's decision provides for retroactivity, it is agreed that retroactivity may extend back no longer than ninety (90) days before the date of the written grievance, except as may be otherwise provided in the decision of the arbitrator for a lesser period of time. Should back pay be awarded, credit may be given for the interim replacement earnings during said period, and unemployment payments shall be credited.

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- (c) The Parties shall request the decision in such proceedings shall be rendered within thirty (30) days from receipt of briefs and shall be final and binding upon both parties. Both parties agree to comply with the Board of Arbitration's decision as promptly as possible.
- (d) The Company and the Union agree that the expenses of the impartial arbitrator, travel, miscellaneous expenses and the transcript (if both sides agree), shall be borne by the losing party.
- (e) Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing.
- (f) No decision shall in any way be inconsistent with any provision of this Agreement or the remedies established with any contractually authorized work rule of Company policy.

ARTICLE XI SENIORITY

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

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

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

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

- Layoff
- Recall
- Job Bidding and Scheduling
- Charter assignments and Special Events
- Extra work
- Vacation and unpaid time off
- Preferential Seniority for Stewards
- Benefits

Additionally, for the purposes of applying seniority in job bidding, layoff, recall, scheduling, charter assignments, special events, extra work, vacation and unpaid time off, it is understood that employees must be qualified to perform the job or capable of demonstrating his/her ability to

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do the job after two (2) days of training, and must meet fitness and licensing standards as mandated by the Company, state, local and/or federal guidelines.

Section 5: Probationary Employee: An employee shall be considered a probationary employee for forty-five (45) days worked from the date of hire during which time he/she may be terminated or disciplined without recourse to the grievance and arbitration procedure provided in this Agreement. At the end of the probationary period, the employee shall be considered a non-probationary employee with seniority having accrued from the date upon which the Company received proof of his/her CDL, or other certification as may be required, and the employee is certified by the Company to perform work assignments.

Section 6: Seniority List: The Company shall maintain and post quarterly a separate listing for each classification of employee showing the employee's name, seniority date, classification, and Base number with a copy being forwarded to the Stewards and the Union. Employees shall have thirty (30) days from the date of posting to challenge the validity of the listing.

Section 7: Seniority of an employee shall be broken or terminated when he/she:

- a. Quits.
- b. Retires.
- c. Is discharged for just cause.
- d. Is absent due to layoff for one (1) calendar year.
- e. Fails to report for work at the close of his/her leave of absence, or unless such failure to report is an emergency beyond the control of the employee as approved by the Company.
- f. Fails, following layoff, to return to work within five (5) working days following receipt of notice of recall from layoff by telephone and certified mail sent to his/her last known address.
- g. Willfully furnishes fraudulent, misleading, or erroneous information on an insurance claim, or fails through omission to furnish material facts either as sought on the forms in connection with the illness or injury or material facts which should be revealed.

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

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**ARTICLE XII
LAYOFF, RECALL AND TRANSFER**

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

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

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

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

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

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

Drivers who are scheduled to work Summer Break must work their assigned schedule. In the event an insufficient number of drivers are available for summer work, Summer work may be assigned to qualified drivers in inverse seniority order. The Company reserves the right to protest unemployment compensation of those drivers who fail to report for their assigned summer work schedule or who refuse an inverse order work assignment.

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**ARTICLE XIII
ASSIGNMENT OF WORK**

Section 1: Route Posting: Routes will be arranged and packaged by the Company in the manner which best meets its operational requirements. For annual route pick, all routes, including routes which are not open for bid, shall be posted for five (5) workdays prior to route pick day(s), providing that the routes are published and available to the Company. Routes shall be awarded by seniority provided that the senior bidder is qualified to perform the work or capable of demonstrating his/her ability to do the job after two (2) days of training for the assigned work. Route postings shall contain the following information:

1. The name of the school or contract.
2. The route sheet showing the location of pick-ups and drop-offs.
3. Whether the route is a single route or a packaged route.
4. Estimated time the route takes to complete.

Section 2: Bidding Procedure: At the time when the Company posts the routes prior to route pick day, the Company will also give written notification of the times and dates for bidding. The bidding will be conducted in a timely manner and according to the procedures contained herein.

As the routes have been posted in advance of the route pick day, employees will have time to preview the routes thus they should be able to pick routes in an efficient and timely manner. Accordingly, the Company will schedule drivers' pick times in groups of three (3) every ten (10) minutes - by seniority. So, it is imperative that all drivers preview the routes and make notes of what routes they would like to pick. All routes and/or route packages will be posted and visible by first tier school grouping.

Only those drivers making a selection will be in the bidding area. All routes shall remain posted where the bidding selection is taking place. As a driver selects, they shall remove the route sheet from the bid location. Each driver will be given a copy of their route bid and a signed copy will go to the Company. If employees are late for their pick time, the Company will allow them to enter the rotation at the next available open slot. Employees who are on a leave of absence, excluding Workers' Compensation, will only be allowed to select a route, provided that the employee will return to work without restrictions the day the work assignment is to commence.

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

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

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agrees that in the event an employee is fit and has demonstrated the ability to perform that required work, seniority shall determine the bid award.

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

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

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

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

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

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

Section 8: Charter Assignment: Charters will be assigned in the following manner. When a driver marks/indicates that he or she is available for a charter on the charter sign-up sheet, then the driver is indicating that he or she is available for any time during a weekday that does not conflict with any assigned routes.

The person, who is responsible for assigning charters, will indicate in writing on each day of the charter sign-up sheet(s) where he or she started and ended when assigning the respective day's charters. Once charter assignments are made, the dispatcher/assigner will copy the original

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sheets, which will show the most current assignments, and post the copy on the board. The previous day's copy will be removed from the board.

If a charter assignment conflicts with a driver's schedule, then that driver can be assigned to the next available charter that fits his/her assigned route package for that day. If there are no charters that fit the driver's route package, then the driver's name will be marked as not available ("N/A"). The charter assignments will continue down through the seniority list for those drivers, who have signed up for work until the dispatcher reaches the bottom of the list. Then the rotation will begin again at the top of the seniority list.

In the event that the dispatcher exhausts the list of drivers, who have signed up for charters, and there are still no drivers, who do not have a conflict, then the dispatcher may leave the list and assign the charter to the first available, senior driver without a schedule conflict.

The dispatcher shall maintain notes stating why he or she left the seniority list, in the event that a charter is awarded out of seniority. A copy of the charter with notes should be available to the stewards for review.

All charters will be assigned in the order that the charters are received. The numerical order can be verified by sorting by charter number. "Add-on" charters, those that are received after the posting, should carry a number that is sequentially logical to ensure that it has been received, after charter awards. All "add-on" charters will be assigned as stated above, by seniority and position on the rotation list. The first add-on charter will be assigned to the next senior employee on the charter sign-up sheet. If the Company makes an assignment error in the charter rotation, then the Company will make the aggrieved employee whole by giving the driver pay equal to the value of the erroneous charter assignment.

An emergency trip or trips where the Company receives two (2) hours or less notice can be assigned to the first available, senior driver unless it would put said driver into overtime for the week. When the Company leaves the list to assign an emergency trip, the Company will make a copy of said trip and write a note on said trip as to why it was not given out according to that day's rotation.

Section 9: Charter Assignment Record: The Company shall retain Charter assignment records for a period of ninety (90) days and will make the records available to the Union upon request. The Charter assignment list will remain posted until the next posting.

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

Section 11: Summer Work: Drivers interested in Spring Break or Summer work shall sign up prior to working either break. Drivers who are scheduled to work Spring Break or Summer Break must work their assigned schedule. Work assignments will be bid on and awarded as

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described in Sections 1 and 2. In the event an insufficient number of drivers are obtained by bid, Summer work may be assigned to qualified drivers in inverse seniority order.

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

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

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

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

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

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

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

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

Section 17: Removal From Route: If an employee requests a meeting concerning being removed from his/her route, Illinois Central will request a meeting with the customer when the employee can be present to review the issues involved in the removal.

Section 18: Emergency Work: Dispatch will announce last minute/emergency work over the radio. Employees will have 5 minutes to respond to the request. The most senior, qualified employee will be assigned the work. If no one responds, the most senior available will be

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assigned the work. Last minute/emergency work should not put the employee over forty (40) hours in a work week.

ARTICLE XIV HEALTH AND SAFETY

Section 1.1: As a condition of employment, each employee must:

- a) Meet all driver certification requirements prescribed by Company, State, School District and any other Governmental Agency, including the Department of Transportation.
- b) Be capable - per all proscribed requirements concerning fitness for duty - of performing the required work and free from illegal drugs and the untimely use of alcohol.

Section 1.2: Employees are required to complete additional medical examinations, including drug and alcohol testing, as directed by the Company. The Company shall select the doctor or medical facility to be utilized, with the employee then making arrangements/scheduling for testing. The Company will pay for the reasonable cost of testing to include those expenses for CDL recertification and/or license fees. The Company shall determine employee's ability to perform the required work based upon medical examinations by a qualified and selected Company physician.

Section 1.3: The employer will pay \$195.00 toward an at home sleep apnea test if ordered by the employer's physician to comply with D.O.T. physical standards and provided the employee provides the employer with a receipt for the test and the requirement of the physician.

Section 2: Right to Refuse Unsafe Work: No employee shall be required to work in an unsafe vehicle or facility; nor should an employee be required to work with unsafe equipment which would be hazardous to the health and safety of the employee, co-worker or passenger. Employees who become aware of unsafe equipment shall notify the on-duty supervisor as soon as possible. No employee will be subject to retaliatory action for reporting any unsafe condition or equipment, as soon as they become aware of the condition.

Section 3: Joint Labor Management Health and Safety Committee: A Joint Labor Management and Safety Committee shall be established, comprised of two (2) unit members. Such representatives shall be appointed by the bargaining unit but excluding those employees who are Stewards or other designated Branch Union representatives.

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

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

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

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

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

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

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

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

ARTICLE XV LEAVES OF ABSENCE

Section 1: Medical Leave: After successful completion of their probationary period, an employee may be granted an unpaid medical leave of absence for up to six (6) months within any twelve (12) month period, of which a Family Medical Leave will be included provided that the employee presents the Company with appropriate medical certification from the employee's physician. An employee may request an extension of three (3) months provided appropriate medical documentation is presented to the Company. The Company retains the right to reject such extension but should not do so in a capacious manner. The Company may have an employee applying for leave examined by their own physician at the Company's cost, and the Company shall not deny such medical leaves arbitrarily.

Section 2: Personal Leave: Employees who have been employed by the Company for at least twelve (12) months will be eligible for an unpaid personal leave of absence. Employees should - if possible - submit a request to the Contract Manager in writing at least fourteen (14) calendar days prior to going on a personal leave. Personal leaves of absence will not exceed forty-five

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(45) days within a school year. Request for a personal leave shall not be arbitrarily denied. The Employer shall have the right to request a written statement from the employee explaining the reason for the unpaid leave.

Section 3: Bereavement: The employer will pay the employee four (4) days off work with pay to an employee actively on the job should death occur in the immediate family including a spouse (including common law), parent, step parent, child, step child (including children for whom the employee is the legal guardian), or grandchild and three (3) days will be provided off work with pay to an employee actively on the job should death occur in the immediate family including, sibling, grandparent, mother-in-law, father-in-law, sister-in-law, or brother-in-law. The Company will provide one (1) day without pay to attend the funeral of aunts or uncles.

Section 4: Jury Duty Pay: Employees required to serve on a jury or attend jury duty shall receive pay for lost wages from the Employer. The Company may require proof of service and any jury reimbursement will be deducted from the amount owed.

ARTICLE XVI SAVING CLAUSE

Any part or parts of this Agreement which shall be found to be in violation of any State or Federal statute, shall be considered null and void forthwith. Such voiding shall only affect the particular part or parts, and shall not affect the remainder of this Agreement.

ARTICLE XVII MISCELLANEOUS

Section 1: Paychecks: Paychecks will be issued weekly (on Fridays) for the prior week's work. Checks will be issued on Friday at 10 a.m., if available. If payday is a holiday, checks will be issued the previous day, if available. Drivers failing to return to their P.M. route on Fridays, without proper notice to the Company and for inexcusable reasons shall be subject to progressive disciplinary action.

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

ARTICLE XVIII HOLIDAYS

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

- New Year's Day
- Memorial Day
- Martin Luther King's Birthday
- Labor Day
- Good Friday
- Thanksgiving Day

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- Day after Thanksgiving
- Christmas Day

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

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

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

ARTICLE XIX BENEFITS

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

Section 2: Sick Leave: Each eligible employee will receive two (2) paid sick days per year. New hires will receive ½ day for every three months of service in their first year of employment and two days every year thereafter on July 1. This day may be used for illness or other absence as the employee may decide, however notices of absence must be given to the Company at least twenty-four (24) hours in advance of the absence. Eligible employees must work a minimum of twenty (20) hours per week during the normal school year. Casual drivers, such as call-ins (formerly fill-ins), will not be eligible for a paid sick day.

Employees who work three (3) consecutive months without absence (work all scheduled bid hours), will receive one (1) additional sick day for that period and each successful like period thereafter. Used sick days will not affect an employee's chance for perfect attendance, provided that the employee gives the Company twenty-four (24) hours advance notice of the absence. In the event that the employee does not give twenty-four (24) hours advance notice, the used sick day will affect an employee's chance for perfect attendance. However, the used sick day (that is taken without 24 hours notice) will not count as a charged day of absence against the employee for the purposes of discipline.

Employees, who have not used their sick day or days at the end of the school year, may elect to receive pay for the day(s). However, employees may not carry over any unused sick day(s) into

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the next school year. Pay for the unused sick day(s) will be paid at the completion of school, and the employee must be an active employee on payroll in order to receive pay for the sick day(s).

Section 3: Safe Driver Award: Safe driving awards are made available to all drivers who qualify. The safety award consists of a monetary award as outlined in this Section. Qualifications will be as follows:

- A) Be employed by the Company for one (1) complete school year.
- B) Have no preventable accidents during the qualifying school year.
- C) If on leave, must be forty-five (45) days or less.
- D) Annual awards will be paid in November Based on the employee's driving record from the prior school year beginning September through August in the amount of \$200.00.

Section 4: Longevity Pay: Employees who have been continuously employed by the Company for a period of two (2) years will receive a retention bonus of two percent (2%) of their gross wages for the previous calendar year. Once an employee has been continuously employed for a period of five (5) years, the employee will receive a bonus of four percent (4%) and such percentage will continue each year thereafter. The bonus will be paid at the completion of school and the employee must be an active employee (on payroll) in order to receive the bonus. Casual drivers, such as call-ins (formerly fill-ins), will not be eligible for longevity pay.

Section 5: Referral Bonus: During employment periods, as designated by the Company, employees who refer qualified applicants, who meet all Company and DOT standards, will receive a bonus of two-hundred dollars (\$200) once the referred employee successfully completes the probationary period. Actual referrals must be indicated to the Company by the employee prior to the beginning of the employment process.

Section 6: Vacation: Employees who are awarded a year round (12 month) bid position and who actually have served one (1) year in such assignment will be eligible for paid vacation based upon the following schedule:

- After two (2) years Company service one (1) week vacation
- After five (5) years Company service two (2) weeks' vacation

This vacation may be scheduled during the fiscal year which is the same period as the current labor agreement. Vacation requests must be presented to the Company no later than thirty (30) days before the intended vacation. The Company reserves the right to accept or reject vacations based upon operational needs but will seek to satisfy the needs of the employee where possible. Seniority will prevail when more than one employee requests the same vacation.

Employees will receive vacation pay based upon the longevity percentage schedule outlined in Section 5 in this Article. Casual drivers, such as call-ins (formerly fill-ins), will not be eligible for paid vacation.

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**ARTICLE XX
HOURS OF WORK**

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

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

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

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

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

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

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

**ARTICLE XXI
WAGES**

Section 1: Rates of Pay: The appropriate pay rates are outlined in Appendix A. All rate increases effective the first full pay period in August.

Section 2: Special Adjustments/Non-revenue Rates: Those employees who handle wheelchair students on a regular basis will be paid \$0.25 above the established rates shown. Stand-By drivers will receive \$0.50 above the established rate shown.

All non-revenue work, will be paid as per Appendix A. Non revenue work is work that is not A.M., P.M., Mid Day, After School Routes and Charters. Examples of non revenue work are meetings and transferring buses for inspection or transfer.

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On weekends, where breakdowns occur and passengers are stranded, drivers will be paid their regular rate of pay when driving a bus to relieve the breakdown.

Drivers who voluntarily perform the duties of bus washer shall be paid the appropriate designated wage rate per bus. The established wage rate shall be as outlined in Appendix A.

Section 3: Charter Wages: Drivers will be paid the hourly rate listed in Appendix A for each complete charter driven, not to include, tolls, parking, overnight charges and other miscellaneous expenses. A driver will be reimbursed for overnight expenses when the necessary receipts are turned in for an overnight charter. A driver will not be reimbursed in excess of the overnight charge to a customer. The Company will monitor the assignment of charter and extracurricular work so that it does not result in overtime, unless approved by the Company. Upon reporting to work, drivers shall be paid a minimum of two (2) hours in the event of a customer cancellation.

ARTICLE XXII LABOR/MANAGEMENT MEETINGS

Once a quarter, beginning at the start of September through the end of August, either the Company or the Union may schedule a Labor/Management meeting. Both parties must agree on the date, time and meeting location. Any expenses incurred for the meeting room and/or refreshments, will be borne by the party who requested the meeting. Attendees from the Union will include the Business Agents and additional attendees of the Union's choosing, up to a maximum of ten (10) persons. If there is any lost time by union members, who are employed by the Company, then this time will be allotted as excused, unpaid time, as long as the Company is given reasonable, advance notice of the employee's requested presence at the meeting. This is not going to be a grievance meeting and grievances will not be addressed in this forum. An agenda from either party should be turned in at least one week in advance of the scheduled meeting time.

ARTICLE XXIII NO STRIKE - NO LOCKOUT

Section 1: Prohibition on Strikes and Lockouts

During the term of this Agreement the employees agree there will be no strikes.

During the term of this Agreement the employer agrees there will be no lockouts.

Both parties agree the applicable procedures of this Agreement will be followed for the settlement of all complaints or grievances.

ARTICLE XXVI DURATION MODIFICATION AND RENEWAL

This Agreement shall be in full force and effect as of the 1st day of July 2021 to and including the 30th day of June 2025 and shall be automatically renewed from year to year thereafter unless terminated or changed in the manner provided hereinafter. Should the Employer or Union desire to change or terminate this Agreement, written notice thereof shall be served by mail upon the

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other not more than ninety (90) days nor less than sixty (60) days prior to June 30, 2025 or any anniversary date thereof. In addition, the agreement shall be re-opened each contract year, at least 60 days prior to the expiration date of the negotiated insurance rates of the prior year, for the purpose of negotiating insurance rates for the coming year.

Executed this 16 day of June, 2021.

Illinois Central School Bus, LLC.

SEIU Local 73

[Signature]

[Signature]

[Signature]

Denise A. Stewart

[Signature]

[Signature]

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Appendix A

The following outlines the appropriate pay rates:

CDL Driver					
2020-21	2021-22	2022-23	2023-24	2024-25	
\$15.85	\$18.00	\$18.50	\$19.00	\$19.50	
\$17.08	\$19.00	\$19.00	\$19.50	\$19.50	
\$17.08	\$19.00	\$19.50	\$19.50	\$20.00	
\$17.08	\$19.00	\$19.50	\$20.00	\$20.00	
\$17.08	\$19.00	\$19.50	\$20.00	\$20.50	
\$18.13	\$19.50	\$19.50	\$20.00	\$20.50	
\$18.13	\$19.50	\$20.00	\$20.00	\$20.50	
\$18.13	\$19.50	\$20.00	\$20.50	\$20.50	
\$18.13	\$19.50	\$20.00	\$20.50	\$21.00	
\$20.00	\$21.00	\$21.50	\$22.00	\$22.50	
\$13.00	\$15.00	\$15.50	\$16.00	\$16.50	

Non-CDL Driver

\$13.00	\$15.00	\$15.50	\$16.00	\$16.50
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Charters

\$14.50	\$15.00	\$15.50	\$16.00	\$16.50
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Monitor	2020-21	2021-22	2022-23	2023-24	2024-25			
\$9.80	→	\$11.00	→	\$11.00	→	\$11.50	→	\$11.50
	↘	\$11.00	↘	\$11.50	↘	\$11.50	↘	\$12.00
\$10.70	→	\$11.50	→	\$11.50	→	\$12.00	→	\$12.00
\$10.70	→	\$11.50	→	\$12.00	→	\$12.00	→	\$12.50
\$10.70	→	\$11.50	→	\$12.00	→	\$12.50	→	\$12.50
\$10.70	→	\$11.50	→	\$12.00	→	\$12.50	→	\$13.00
\$11.25	→	\$12.00	→	\$12.50	→	\$13.00	→	\$13.50

Non-Revenue

\$ 9.25	→	\$11.00	→	\$11.50	→	\$12.00	→	\$12.50
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Bus Washers

\$11.82	→	\$12.50	→	\$13.00 ¹⁶ 12	→	\$13.50	→	\$14.00
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*If the Agreement is ratified and signed by June 14, 2021, 21/22 rates will be effective 7/1/21

For years of service, 7/1 will be used to calculate time; partial years will count as full years
 These are the minimum rates to be paid by the Company during the term of this Agreement.

New hires can be paid above the "New Hire" rate with CDL and verifiable school bus service.
 These new hires will be placed in the wage bands above as verifiable experience dictates.

Employees hired after 7/1/2011 without prior experience and license will be paid new hire rate per the schedule above.

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Letter of Understanding

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During these negotiations, the Union acknowledged that the Customer Agreement controls various aspects of operations. The parties will work together to minimize the impact and disruption of any such conflict between the CBA and Customer Agreement on the Bargaining Unit, if they arise, and pledge mutual cooperation in resolving any such issue.

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North America Central School Bus

"Safety First/Quality Always"

Date: June 21, 2021
To: Brandon Boles, Union Representative SEUI 73
CC: Tim Stieber, Mid-State Region Operations Manager
From: Keith D Lane, VP Human Resources
Ref.: Memorandum of Understanding 2021-2025 Gary SEIU – ICSB Pay Scale

The parties agree that the 2021-2025 wage scale under Article XXI - Wages of the 2021-2025 Gary Collective Bargaining Agreement between SEIU Local 73 and Indiana Central School Bus will be effective June 6, 2021. This agreement modifies the CBA between the parties and is subject to the union signing and returning the new 2021-2025 CBA as required and this MOU by end of business June 24, 2021. It does not create a precedent or practice and is applicable to 2021-2022 driver and monitor wage HTS rates only.

Acknowledgment

SEUI Representative Local 73

6-23-21

Date

6-23-21

6-23-21

6-23-21

6-23-21