

# Collective Bargaining Agreement

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BETWEEN

LOCAL 73  
SERVICE EMPLOYEES' INTERNATIONAL  
UNION (SEIU)

AND

FIRST STUDENT  
COLLINSVILLE, ILLINOIS BRANCH

July 1, 2021 – June 30, 2024

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## AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by and between, First Student - Collinsville, IL hereinafter referred to as the "Company" and Local 73, Service Employees' International Union (SEIU), hereinafter referred to as the "Union".

### ARTICLE 1 INTENT AND PURPOSE

**SECTION 1.** The parties hereto enter into this Collective Bargaining Agreement for the purpose of maintaining mutually beneficial labor relations and 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 work time, employees will not engage in any activities that are not related directly to the performance of their jobs.

**SECTION 3.** The parties agree that they will treat one another's representatives with dignity and respect.

### ARTICLE 2 UNION RECOGNITION

**SECTION 1.** The Company recognizes the Union as the sole and exclusive bargaining representative with respect to rates, wages, benefits, hours of work, and other conditions of employment for all full-time and regular part-time employees defined as drivers, driver trainers, monitors, monitor trainers, and non-status drivers employed by First Student at its facility located at the Collinsville, Illinois Branch excluding all office clerical employees, sales persons, professional employees, dispatchers, mechanics, guards and supervisors as defined in the Act, as amended, in accordance with National Labor Relations Certification No. 13-RC-20303 dated June 30<sup>th</sup> 2000.

1. Pay the periodic monthly dues, or service fees, and initiation fees uniformly required of all union members;

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

**SECTION 2a. Stand-By Driver:** A driver who has an assigned sign in time for AM and PM work assignments who are utilized to cover work that has been vacated by regular route drivers for reasons such as illness, jury duty, etc. and/or work assignments. They may also be asked to cover open work at other company locations.

### ARTICLE 3 UNION SECURITY

**SECTION 1.** The Employer agrees to deduct monthly membership dues and initiation fees from the wages due all members of the Union who individually give the Employer signed

and dated written authorization to do so and forward such dues to the Treasurer of the Union at an address furnished in writing to the Employer. The initiation fee shall be taken out in four (4) installments before any union dues begin.

**SECTION 2.** All bargaining unit employees who choose not to become members within thirty-one (31) calendar days of employment shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members.

Such Fair Share Fee shall be deducted from the employee's paycheck. Such deduction shall remain in effect for the duration of this labor agreement. Such deduction shall be forwarded to the union along with the deduction provided for in Article 3 Section 1 of the CSA. The Union shall advise the employer of any increase in Fair Share Fees in writing at least fifteen calendar days prior to its effective date.

**SECTION 3.** In the event any employee covered hereby is precluded from making Fair Share contributions as required by Section 2 on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose, the Union shall certify to the employer the names of all employees covered hereby who are relieved of the obligation to pay the Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made that said employees are not subject to a Fair Share Fee deduction.

**SECTION 4.** The union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

**SECTION 5.** The Company shall deduct from the pay of all employees covered by this Agreement the dues, back dues, initiation fees, and service fees owed to the Union and shall remit all such deductions monthly, except that all deductions for the above items must be uniform and regular. Where laws require written authorization by the employee, the same shall be furnished in the form required. No deductions shall be made which applicable law prohibits.

**SECTION 6.** The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to the other members of the Union, and further, that employment by the Company will not be denied or terminated for any reason other than the failure of an employee covered by the Agreement to tender the periodic dues, initiation fees, and service fees uniformly required as a condition of acquiring or retaining membership in the Union. Employees who fail to pay the full appropriate uniform dues, service fees, or initiation fees as required 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 to the employee a certified letter, the Company will, within one (1) week of receipt of such notice, terminate any such employee.

**SECTION 7.** The Union agrees to indemnify and hold 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 8. COPE Contributions:** Upon receipt of a lawfully executed written authorization by the employee or until such authority is revoked by the employee, contribution to the SEIU Committee on Political Education, managed and operated by the Union, will be deposited by electronic transfer 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 pay period. The SEIU 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.

**SECTION 9. COPE Indemnification:** The Union agrees to indemnify and hold the Company harmless against any and all claims, suits, orders, or judgements from any actions taken or not taken by the Company pursuant to the provisions of this Agreement.

**SECTION 10. Notification:** At least once per month the Company shall notify the Union, in writing, all new hires, terminations and changes in employee's status and job classification for all bargaining unit employees. In addition, the Company will provide a list of employee's pay rates twice per annually. Such wage rate list shall be provided to the Union at the beginning of each contract year and within a ten (10) day period after the New Year's holidays are completed.

**SECTION 11. New Employees:** An authorized Union Representative shall be given not more twenty (20) minutes of non-compensated time for the purpose of presenting general Union information to the new employee(s) and providing the employee(s) with a copy of this Agreement. Such presentation will be scheduled by the Branch Manager during an appropriate time an employee(s) is in training.

#### **ARTICLE 4 UNION DUES CHECKOFF**

**SECTION 1.** It is agreed that the Company will deduct from each employee who has completed the qualification (probation) period of sixty (60) calendar days of employment, the amount of dues, back dues, initiation fees, or service fees due to the Local Union and shall forward same to the Union Office no later than the 15<sup>th</sup> day of each month. The Union, in turn, shall submit to the Company written consent of each employee for the making of such deduction. It will be the responsibility of the Union to forward to the Company written authorization and an assignment form for each employee covered by this agreement. The Company shall also for each probationary employee who has completed sixty (60) calendar days of employment, from the next wage payment thereafter, deduct and forward to the Union Office the amount of dues, initiation fee and/or service fees due the Union.

**SECTION 2.** Upon receipt of written authorization, signed by any employee, the Company, in full compliance with all legal requirements, shall deduct from each employee's pay each and every month during the effective term of this Agreement, but limited to the effective period of authorization, the amount representing dues or service fee obligations of such employee as certified by the Union. The Company shall notify the Union of all employees leaving its employment.

The Company shall, during the month, mail to the Secretary-Treasurer of the Union, all such sums withheld.

**SECTION 3.** The Union agrees to defend, indemnify and hold the Company harmless against any claim or liability arising from the administration of this provision.

## **ARTICLE 5 UNION RIGHTS**

**SECTION 1. SHOP STEWARDS** The Company recognizes the right of the Union to designate a reasonable number of Shop Stewards from among the employees of the Company. The Company will be notified in writing by the Union as to the name of the Steward(s). The authority of the Shop Stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with the Company or the designated Company representative in accordance with the provision of this Agreement; and/or
2. The transmission of such message and information, which shall originate with, and are authorized by the Union or its Officers, provided such message and information have been reduced to writing or if not reduced to writing, are of a routine nature and do not invoke work stoppages, slowdowns, refusal to handle goods, or any other deliberate interference with the Company's business.

**SECTION 2.** The Shop Stewards have no authority to take strike action or any other work stoppage, interrupting the Company's business, except as authorized by the official action of the Union. The Company shall have the authority to impose discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

**SECTION 3.** Shop Stewards shall not conduct Union business during working hours (after sign in time to after sign out time) unless authorized by the Company. Stewards and Chief Stewards, except as specifically provided in the Section, shall not be compensated by the Company for his/her union activities unless the Company requests the participation of the Steward or Chief Steward during any of their scheduled working hours.

**SECTION 4. UNION INVESTIGATION** Authorized Agents of the Union shall have access at reasonable times during working hours to the Company's premises for the purpose of administering the Agreement. Such visits shall not interfere with the work of any employee or the operation of the facility or any department thereof. The Union agent shall first contact the Branch Manager or designee indicating the intent of the visit.

**SECTION 5.** All Stewards will be regular employees of the Company.

**SECTION 6.** The Employer recognized the interests of the Union in any changes which materially affect the working conditions of those represented by the Union, and will keep the Union, through its designated representative, informed as to such changes at least fourteen (14) calendar days prior to such changes whenever possible.

## **ARTICLE 6 MANAGEMENT RIGHTS**

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 as it relates to the transfer of students and/or Charters. It is agreed that except as specifically

delegated, abridged, granted or modified by this 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 the Branch, direction of the workforce, and the authority to execute all various duties, functions and responsibilities in connection therewith are vested in the Company. The exercise of such duties, functions and responsibilities shall not conflict with this Agreement.

Without limiting the generality of the statements, these rights include, but are not limited to, the right to hire, suspend, discharge for just cause, transfer employees from their regularly assigned position, the right to require random or mandatory drug testing, to determine the services to be rendered, to layoff, to establish reasonable work rules and standards and to determine the hours of work. The Company shall also be the judge of all matters pertaining to the conduct of its business, which may include the subcontracting of work that is normally bargaining unit work where economic conditions are the need for such subcontracting. The subcontracting of work will not be utilized as a means to avoid the terms and conditions of the Agreement and will not occur where employees are on layoff. If the need for such action is determined by the Company, the Union will be advised of the nature of the needs for subcontracting and offered the opportunity to accept the work, even though the established conditions of this Agreement could be adjusted, the decision to preserve jobs will be made by the Union.

## **ARTICLE 7 BULLETIN BOARDS**

**SECTION 1.** The Company shall provide suitable space to the Union for a 3'x4' bulletin board in an appropriate location, as determined by the Company, inside the Branch exclusively for its own use. All material posted on the Union bulletin board shall be approved and initialed in advance by the Chief Steward or 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 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 include, but are not limited to, any detrimental statements regarding any employee, the Company, School District, School District Members, parents, or any political statements that are negative in nature.

## **ARTICLE 8 NON-DISCRIMINATION**

**SECTION 1.** It is agreed by and between the parties that there shall be no discrimination against any employee because of their Union affiliation.

**SECTION 2.** Neither the Company nor the Union shall discriminate against any employee in any manner because of race, color, creed, religion, veteran status, sex, ethnic origin, age, or any other prohibited factor as these are defined under applicable State, Local or Federal law nor for disability provided the employee is capable of performing his/her job.

**SECTION 3. AMERICANS WITH DISABILITIES ACT PROVISION** The parties to this Agreement recognize the special need to accommodate the disabled and agree that, other provisions of this Agreement notwithstanding, the Company may take actions necessary to accommodate an individual who is or may be disabled. The Company's

actions under this article shall not be subject to arbitration under this Agreement.

**SECTION 4.** The Union and Company agree that sexual harassment is a form of misconduct that demeans the victim and undermines the integrity of the workplace. Such misconduct cannot be tolerated, and any complaints will be thoroughly investigated and acted upon, with the utmost effort to preserve the confidentiality of all parties concerned. Management and the employees have an obligation to maintain a workplace free of harassment. Employees have the right to utilize the dispute procedure to address matters arising under this Section.

## **ARTICLE 9 HOURS OF WORK AND OVERTIME**

**SECTION 1.** The workweek, for the purpose of pay including the calculation of overtime shall consist of seven (7) consecutive days beginning Sunday through Saturday.

**SECTION 2.** The Company does not intend to build overtime into any employee's schedule. However, in the event that overtime becomes necessary, the employee will be paid per the terms of this Article outlined as follows: Employees shall be paid one and one-half times their regular wage rate, or hourly equivalent thereof, for all hours actually worked over forty (40) hours of actual work in any one workweek. A record of the hours worked by each employee in each workweek shall be maintained by the Company. If someone goes into overtime, management shall provide a weekly report of the overage to the stewards.

**SECTION 3.** Any employee unable to report to work at the scheduled time must give the Branch Manager or assistant reasonable advance notice of the absence, normally one hour prior to the scheduled start time but not later than 6:00a.m. Any employee reporting for work after the scheduled start time may perform his/her regular work assignment unless the work has been assigned to another person. The Company may allow or require a driver or monitor to work even though he/she may otherwise be ineligible for his/her regular work assignment under this Section.

**SECTION 4.** School closings due to inclement weather, or other reasons deemed necessary by the school district or state, are generally publicly announced on local radio and T.V. stations (KMOX, WIL, WRTH, KYKY, MAGIC 108, KIRL) It is the employee's responsibility to find out whether or not work is scheduled. If the decision to close school has been made by the School District, which should be not later than 6:00 a.m., this information will be available to employees by telephoning the Branch. The company shall not have any obligation to pay employees for reporting to work where school has been closed.

**SECTION 5.** The Company shall pay each employee his/her regular hourly wage for attending meetings designated mandatory by the Company.

**SECTION 6. DATE OF PAY** Payday shall be on alternate Friday's as per the schedule established by the Company. Checks shall be available to each employee no later than 3:00 p.m.



## ARTICLE 10 MINIMUM PAY-REPORT PAY

Employees will be paid a minimum of two (2) hours wages for the following:

- a) Regular A.M. or P.M. route
- b) Late activity trips
- c) Charters/Field Trips
- d) Early Childhood Mid Day
- e) Kindergarten Mid Day
- f) Vocational training
- g) Any other type of run, route.  
(The Company may assign additional work to an employee who has available time remaining within their guaranteed hours and such work will not constitute additional pay until it extends beyond the guarantee. If the Company uses a driver to replace a bidder on an entire charter or extra work assignment, the driver shall be entitled to a two (2) hour minimum guarantee.)
- h) Show-up time for cancellation of any of the above, if employee is not notified prior to reporting to the lot, but to exclude any pay as indicated in ARTICLE 9, SECTION 4 above.
- i) The Company will pay drivers two (2) hours for Refresher Course Pay per year. Employees are required to attend their assigned refresher course or a make-up to be eligible to drive for the Company.

## ARTICLE 11 SENIORITY

**SECTION 1.** Company seniority is defined as the length of continuous service from the most recent date of hire and entry into a classification with the Company. Classification seniority will be used in any lay-off, recall, route bidding, and charter rotation list. For the purpose of applying seniority in job bidding, layoff and recall, it is understood that employees must be qualified to perform the assignment (work), and must meet fitness and licensing standards as maintained by the Company, State, Local and /or Federal guidelines. 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 name, from A-Z.

**SECTION 2. PROBATIONARY PERIOD** New employees will be considered probationary employees during the first sixty (60)-calendar days of employment. The Union and the Company may mutually agree to extend the probationary period when warranted by individual circumstances. During the probationary period, employees on probation shall be subject to termination without prior notice at the sole discretion of the Company and such action shall not be subject to the grievance and arbitration provisions of this Agreement. Upon the successful completion of the probationary period, the employee shall be given full seniority credit back to the most recent date of employment and will be placed on the seniority list. No fringe benefits shall be applicable during the probation period.

**SECTION 3.** An employee's seniority shall be broken so that no prior period of employment shall be counted and his/her seniority will cease and his/her employment will be considered terminated by:

1. Discharge for just cause.
2. Voluntarily quitting.

3. Unauthorized absence beyond the time limit of any authorized leave of absence.
4. Permanent shutdown of the Company's facility.
5. If absent from work two (2) consecutive scheduled workdays without notice to the Company. Notice to the Company is defined as personal contact between the employee and the Branch Manager or his designated representative.
6. Failure to communicate with the Company within three (3) days after receipt of notice of recall following layoff or failure to report within three (3) regular work days after receipt of written notice is given by the Company to the employee. Such notice shall be deemed to be sufficient if given to the employee by telephone, telegram or certified mail addressed to the last address furnished to the Company by the employee, it being the responsibility of the employee to give the Company his/her last and most recent notice of address.
7. Absent due to layoff, excluding summer breaks and other District shutdowns, medical or workers' compensation leave for a period equal to seniority but not to exceed two (2) years.
8. Separates from the Company voluntarily.
9. Fails to return to work upon notice of recall from layoff within three (3) workdays.
10. 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 an illness or injury or material facts which should have been revealed. Fails to promptly report any vehicle accident or fails to promptly report any passenger related injury of which the driver is aware or of has been notified of.
11. Engages in gainful employment during a leave of absence.
12. Allows his/her license, permit or other Federal, State or DOT credential or requirement to lapse for more than thirty (30) calendar days.
13. The Company shall maintain and provide a copy to the Union quarterly, a separate list for each classification. Such list shall show the employee's name, seniority date and classification assigned. Employees shall have twenty (20) days from the date of receipt of the Seniority List by the Union to challenge the validity of the list.

## **ARTICLE 12 LAYOFF AND RECALL**

**SECTION 1.** When it becomes necessary for the Company to decrease the work force due to lack of work or changes in the type of work available, employees will be laid off and recalled after layoffs on the basis of the employee's job classification seniority. The Company shall notify affected employees and the Union of any layoff as far in advance as practical, but not less than two (2) days prior to the layoff unless such notice is impossible or impractical due to circumstances beyond the control of the Company. Layoff shall be determined using 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 will prevail.

**SECTION 2.** The Company reserves the right to cancel any layoff notice.

**SECTION 3.** A person on layoff, excluding summer breaks and other normal District shutdowns shall not continue to accumulate seniority during such periods.

**SECTION 4.** If the Company decides that it is going to operate during the summer months with a reduced workforce, the Company will first seek volunteers to go on voluntary layoff for the summer. The Company will grant these voluntary layoffs by seniority. Thereafter the positions needed for the summer months will be granted by seniority from a list of employees who volunteer for such work. If, from the voluntary employee list, there are insufficient employees to perform the work the Company will select employees in Inverse order of seniority until all positions are filled. Employees, who are designated by the Company to work by inverse selection that do not accept summer work, can be disciplined by the Company including denial of unemployment benefits and or suspension/discharge.

**SECTION 5.** Should there be a need to reduce the number of employees during the normal school year, a layoff shall be done in reverse order of seniority. If an employee is designated to be laid-off from their classification, such employee may, if his/her seniority allows and no open routes are available, bump the least senior employee in his/her classification provided he/she is qualified to perform the work.

**SECTION 6.** No new employees shall be hired into a classification while a bargaining unit employee, in the same classification, is on layoff other than summer layoff. Employees shall be recalled from lay-off by seniority with the most senior employee recalled first, provided the qualifications are satisfied as outlined in Section 1 above. Employees shall be notified of their recall by certified mail to their home. It is the responsibility of the employee to notify the Company of any address change. Once an employee is notified of their recall, they have two (2) workdays to notify the Company of their intent to return and accept recall.

## **ARTICLE 13 ASSIGNMENT OF WORK**

**SECTION 1.** The Company shall structure work and make work assignments in the manner which best meets its' operational needs and requirements. All known routes shall be posted five (5) days prior to the annual route pick which will be during the month of August. Routes shall be awarded by seniority provided the senior bidder is qualified to perform the 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 or paired.
4. Estimated time the route takes to complete.

**SECTION 2.** Driver's work is comprised of the duties required to operate school buses, transport passengers and complete work assignments.

**SECTION 3.** Drivers will normally be assigned as a route driver, driving a regular route, or a substitute (standby) driver, driving portions or all of any regular route or extra trips, as required by the Company.

**SECTION 4.** Regular work is regularly scheduled routes consisting of the pick- up and return of pupils involving one or more schools along a designated route within a certain geographical area in accordance with instructions and schedules.

**SECTION 5.** Extra work shall consist of non-revenue work such as bus movement, video cameras, cleaning, fueling, fluid checks, minor maintenance such as changing wiper blades, light bulbs, etc. The work shall be posted for bid among all drivers and monitors. Selection will be based on seniority and the ability to perform the work in a professional and satisfactory manner. This bid will be conducted separately from the August route pick bid.

**SECTION 6.** Normally routes will be structured in combination of two or more trips: A.M., P.M., Noon, Vo-Ed and Extra activities as required by the District. Runs will allow 10 minutes between sign in and departure to complete the required state inspection each A.M. run. Each day will also include 5 minutes for each P.M. run for mini state inspection of bus for operation. These times shall be a part of the guaranteed pay, in so much as possible drivers will be assigned the same bus each day and are responsible for the inside of the bus, which includes sweeping, and checking for damages. It is the driver's/monitor's responsibility to comply with the company policy regarding placards and the child checkmate system as well as to check for sleeping children and lost articles.

**SECTION 7.** All regular routes, alternate driver and Monitor positions will be open for bid prior to the start of school each year. Such routes and alternate driver and monitor positions will be assigned from bids submitted by seniority.

**SECTION 8.** At the time when the Company posts the routes, the Company will also give written notification of the time and date for bidding to all affected employees and the Union. The bidding will be conducted in a timely manner, and employees will be expected to make their selection of routes within five (5) minutes of their assigned bid time. All routes will be identified on separate bid sheets. Employees will be called in to bid by seniority one at a time. Driver/Monitors will pick routes by Terminal Seniority on scheduled run pick day.

During the run pick, all Drivers/Monitors will indicate their interest, or lack of interest, in a mid-day route/run. A mid-day route/run will be those additional regular driving assignments between the AM runs and PM runs that are so designated by the Company at its sole discretion. The Company, based on seniority among those employees indicating a desire to perform this work, will then assign these mid-day routes/runs.

During the school year, all vacant and newly created routes, excluding mid-day, will be posted for three (3) workdays. Only those Drivers/Monitors who didn't have the chance to pick the route will be eligible to bid on that route. Routes will be awarded to the eligible employee based on seniority.

In the event a new route is created all employees will be eligible to bid such route. The employee that is awarded the route will be charged their one (1) change per school year.

Mid-day vacancies during the school year will be filled by seniority from among those Drivers/Monitors indicating a desire for a mid-day assignment during the pick day. Only those Drivers/Monitors indicating an earlier desire and who have not been assigned a mid-day will be eligible for the work.

**SECTION 9.** In the event a Driver/Monitor is unable to appear for run pick as scheduled, due to circumstances beyond his/her control, the Driver/Monitor may, by written proxy, designate a shop steward to appear at the scheduled time and make their route selection. If for any reason a Driver/Monitor fails to appear for run pick as scheduled or fails to provide a written proxy permitting a Driver to pick for them, he/she shall be deemed to have waived his/her right to select. The Driver/Monitor may however at the conclusion of run pick

procedure exercise their seniority to select any unassigned run on a first come basis. The Company will not be held responsible for any proxy bids. All proxy bids are final and cannot be changed.

**SECTION 10.** Extra trips will be offered on a rotation basis commencing with the most senior Driver/Monitor desiring extra work provided:

1. Taking the trip would not conflict with the Driver/Monitors regular work assignment
2. Taking the trip does not cause the Driver/Monitor to work more than 40 hours in one week.
3. The Driver/Monitor is excluded by the customer in which case would be passed and not charged.

Any extra trip, which cannot be covered through the rotation system, will be assigned to the least senior Driver/Monitor meeting the above requirements.

**SECTION 11.** Work will be posted and bid off of lists specific to that work, e.g., a weekday Charter list, a weekend charter list, a party charter list and an extra work list. All drivers taking a trip will receive a date on the charter rotation list. Charters during school hours and after school hours shall be filled on a rotating basis from a list of drivers, in seniority order, whose AM, PM, or mid-day work assignments would not conflict with the charter(s). Charters that cannot be covered by a regular driver will be covered by a standby driver or will be assigned at management's discretion. Drivers or monitors who refuse charter or extra work assignments shall not be eligible for charter or extracurricular work until the rotation list returns to their name.

All lists will follow the "NA" or "customer cancel" notation outlined in Section 24 of this article, and only the "customer cancel" will allow a go-back.

Bar Hops will be posted and bid by seniority off of a list of its own.

For all Charters and Extra Work, in the event Driver/Monitors in the rotation system are ineligible for work assignments because of an overtime conflict he/she would be passed and marked as "Not Available."

**SECTION 12.** An extra trip assignment through the rotation system may receive an "NA" only 5 times in a row at which time the Driver/Monitor would be automatically removed from that rotating board for the remainder of the year.

**SECTION 13.** Charters-Field Trips will be offered to the senior person on rotation lists by posting for bid three (3) days, excluding weekends and holidays, in advance of leave time (if known) or with one (1) day of a customer trip request. Once the bid has been awarded there will be no option to change. For example; all weekend charters would be posted on the preceding Monday, all Monday charters would be posted on the preceding Wednesday, all Wednesday charters would be posted on the preceding Friday, etc. Driver/Monitors would bid each charter that day by rotation seniority or decline for that day. Any charter declined for that day would go to the next senior driver in rotation.

All available charters will be posted by 9:00 a.m. each day and must be accepted or declined by 5:00 p.m. of that same day.

It will be the responsibility of the Driver/Monitor to check the work boards on a daily basis. This is to keep informed of upcoming trips and whether or not they have been awarded a work assignment.

The Company (management) will have the responsibility of keeping the boards updated on a daily basis.

The Company will stamp the date and time on all charters and field trips as received from customers and placed in a Charter/Field trip book on a daily basis. The Charter/Field trip book will be available to the shop stewards to review daily provided the book is not removed from the area where it is maintained.

**SECTION 14.** Alternate (Stand-by) Driver/Monitor is required to perform Regular or Extra work as needed. Management will attempt to equalize the hours on a monthly basis for each alternate (Stand-by) Driver/Monitor through work assignments.

**SECTION 15.** Regular routes, which are available during the summer, shall be assigned on a voluntary basis but the least senior Driver/Monitor must work such summer work. All extra work boards will be posted for the summer for signing. All Drivers and Monitors must be available for extra assignments during summer in order to be eligible for unemployment benefits.

Each Driver/Monitor shall provide the company with an updated telephone number at which he/she may be reached for an extra trip assignment. The obligation of the company to offer any extra work to a Driver/Monitor shall be satisfied by two telephone calls (during the summer only.)

**SECTION 16.** All driver trainers' and monitors' trainers' work, newly created or vacated, would be posted with a standard job description and will be selected by management from those employees submitting a resume.

**SECTION 17.** In the event a Special Ed class has a field trip, the company reserves the right to assign the work to the Driver/Monitor of that assigned route. Should the Driver/Monitor not be available for any reason, a Driver/Monitor would be chosen from the rotating list in rotation order. Driver/Monitors working an extra trip would be charged with a rotation of turn.

**SECTION 18.** Tournament trips that occur on a weekend will be assigned to one driver. This type of trip will constitute one (1) trip for rotation basis.

**SECTION 19.** If a route were being filled due to absenteeism or sickness, an alternate driver would be assigned to the complete daily route. Should there not be an alternate available, work would be broken down and assigned to the senior driver on rotating list that is available.

**SECTION 20.** All routes may be changed or modified as necessary to meet customers' transportation needs.

**SECTION 21.** In the event of emergency work (extra work received within twenty-four (24) hours or less from departure time) the company will attempt to assign work in rotation order from the work boards. Trips received less than eight (8) hours of departure time will be assigned to the next available Driver/Monitor to perform work. Driver/Monitors working will

be charged a rotation.

**SECTION 22.** Charter - Field Trips will be posted as stated in Section 14 above. Each trip that is posted will have an accept or decline sheet attached. The Driver/Monitor next in line according to the work board shall sign his/her choice by preference of all charters listed. (Example: 1st, 2nd, 3rd choice) Routes will be awarded at the end of each day after 5:00 p.m.

**SECTION 23.** As employees are awarded trips, a date will be put in the box next to their name on the appropriate work board. If an employee declines a trip, "NA" will be put by the date. If a trip is canceled, the date will be circled and the employee will not be charged and will be assigned the next trip that he/she is available for. If a person is absent at the time of assigned work, he/she will be passed and "NA" will be placed in a box along with the date the work was available and the employee will be charged as if the assignment was awarded.

**SECTION 24.** Drivers/Monitors may choose to be assigned to a Charter/Field Trip out of rotation order where their child or grandchild is attending. They will be charged this rotation on the Charter/Field trip work board. This opportunity will be afforded once per child per school year to any employee.

**SECTION 25.** Management will attempt to assign all Charters, except those that are Emergency Charters, in compliance to the Extra Work Boards in a rotation order. A Driver who is missed or passed inadvertently will be assigned the next Charter/Field Trip that he/she is available to work and be paid the greater of the hours of the two Charters where adjustment to hours is required.

**SECTION 26.** The Company shall retain charter assignment records for a period of sixty (60) days and will make the records available to the Union upon request. The charter assignment list will remain posted until the next posting.

**SECTION 27.** Ongoing additional work assignments, (non-revenue work), that are performed by bargaining unit employees, will be posted for two (2) working days and then awarded to the senior qualified bidder with consideration of total hours and availability.

**SECTION 28.** Charter work shall be awarded to the senior qualified bidder by rotation, which advises the Company of his/her intent to be available and interested in such work. Employees may post their names to the charter voluntary list as posted by the Company. It is understood that only employees who appear on the voluntary list will be given consideration for this charter work. The Company will distribute the number of charter assignments as equally as possible among those who sign the voluntary list.

In the course of Charter rotation, employees who sign up on the voluntary list but subsequently request removal from rotation list shall request removal in writing at least three (3) days before the day they want to be removed. Emergency notification of less than three (3) days' notice will be addressed on a case-by-case basis. A request in writing to return to the list will result in placement at the bottom of the list and can only occur once a school year.

Employees who are absent from work on pre-approved time off on the day of the Charter

will be given an "NA" when the assigned charter is scheduled or who turned down an awarded charter, will be by-passed and charged the assignment, given an "NA," as if they had performed the work. Stand-by drivers, who drive a charter in the course of their regular stand-by work, will be by-passed on the rotation list and charged for that respective charter. Emergency trips, those scheduled less than eight (8) hours in advance or vacated within eight (8) hours of departure, may be assigned to the first available driver regardless of seniority or the rotation list. In the event insufficient qualified drivers are available, the Company will advise the Union of the situation in an attempt to reach a mutually satisfactory solution. The procedure set forth in this Section will apply to night, weekend and weekday charters.

Employees who are no call/no show on charters or other trips as assigned will be excluded from the Charter Rotation List using the following guidelines;

- First unexcused absence--- verbal warning
- Second----- removal from Charter List; 30-days written warning
- Third----- removal from list for remainder of school year but not less than six (6) months

**ARTICLE 14 WAGES**

**SECTION 1.** The wages, as outlined in Section 2 below, will be effective Start of School, for the first year of this agreement, then the new rates will become effective with the first day of school for each subsequent year of this agreement.

Wage Progression-Drivers and Attendants will advance from their current wage rate to a higher rate based upon satisfying school years. Any driver who is employed prior to the completion of the previous school year and who returns to the Company at the beginning of the next school year, without a break in service, will be advanced to the next wage classification (step). Summer school will not be considered part of the current school year for progression purposes. Approved medical leaves, military leaves, or other leaves as provided for in this Agreement and approved by the Company will not be considered a break in service.

**Drivers**

	<b>21/22</b>	<b>22/23</b>	<b>23/24</b>
Before			
12/13	\$21.75	\$22.29	\$22.85
12/13	\$19.75	\$20.24	\$20.75
13/14	\$19.20	\$19.68	\$20.17
14/15	\$19.10	\$19.58	\$20.07
15/16	\$19.00	\$19.48	\$19.96
16/17	\$18.90	\$19.37	\$19.86
17/18	\$18.70	\$19.17	\$19.65
18/19	\$18.50	\$18.96	\$19.44
19/20	\$18.40	\$18.86	\$19.33
20/21	\$18.30	\$18.76	\$19.23
New Hire	\$18.00	\$18.45	\$18.91



**Monitors**

	<b>21/22</b>		<b>22/23</b>		<b>23/24</b>
B4 13/14	\$16.00		\$17.00		\$18.00
13/14	\$15.00	-	\$16.00	-	\$17.00
14/15	\$13.90	-	\$14.90	-	\$15.90
15/16	\$13.40	-	\$14.40	-	\$15.40
16/17	\$13.00	-	\$14.00	-	\$15.00
17/18	\$12.80	-	\$13.80	-	\$14.80
18/19	\$12.30	-	\$13.30	-	\$14.30
19/20	\$12.20	-	\$13.20	-	\$14.20
20/21	\$12.10	-	\$13.10	-	\$14.10
New Hire	\$12.00	-	\$13.00	-	\$14.00

It is in the best interest of both parties to retain our drivers and monitors, and to attract qualified candidates for those jobs. The company therefore reserves the right to increase the starting wage of those positions in its sole discretion, so long as the Union is consulted with and notified of any such increase. Such an increase will not exceed the wage rate of any existing driver.

**SECTION 3.** Newly hired or promoted drivers will be given credit for previous years worked as a CDL-certified bus driver for the purposes of determining his/her wages as outlined in Section 2. In addition, the company may exercise its discretion to determine situations involving breaks in CDL service and the applicability of the various types of CDL experience.

**SECTION 4. LENGTH OF SERVICE BONUS:** For those employees who achieve the following Company service without continuous service interruption, the following bonus will apply and be paid once per year during the first pay period in October.

Upon completion of five (5) years continuous service:	\$100.00
Upon completion of ten (10) years continuous service:	\$200.00
Upon completion of fifteen (15) years continuous service:	\$300.00
Upon completion of twenty (20) years continuous service:	\$400.00
Upon completion of twenty-five (25) years continuous service:	\$500.00

**SECTION 5. Attendance Bonus** - Employees will be eligible for a bonus, as follows:  
 \$25.00 drivers  
 \$25.00 monitors

Payable on the last paycheck of the school year.

To be eligible an employee must work all regularly scheduled routes, charters and bid work, unless the employee has been excused for Union business, bereavement or jury duty. To be eligible, an employee must be hired by Jan 1 of the school year.

**SECTION 6.**

**Safety Bonus** - Employees will be eligible for a bonus, as follows:  
 \$50.00 drivers  
 \$25.00 monitors

If not involved in any preventable accident or workplace injury, payable on the last paycheck after the end of the school year. To be eligible for this bonus, an employee must be hired no later than Jan 1 of the school year.

**SECTION 7. TRAINING PAY:** Drivers who are qualified for, apply for, and promoted to perform the duties of Driver/Trainer, including classroom, skill, or on-the-road training, shall be paid an additional \$1.00 per hour while performing said duties.

Monitors who are qualified for, apply for, and promoted to perform the duties of Monitor/Trainer, including classroom and on-the-bus training, shall be paid an additional \$1.00 per hour while performing said duties.

## **ARTICLE 15 HOLIDAYS**

**SECTION 1.** Employees shall be eligible for holiday pay, provided such employees shall have actually worked without absence their complete regular work assignment on the last scheduled workday prior to and the first scheduled workday after each holiday designated by this Agreement. If an employee is unable to work the day before or the day after a holiday because of extraordinary circumstances, management at its discretion can allow full holiday pay. No driver on layoff, probationary status, or leave of absence shall receive holiday pay. Paid holidays shall be Labor Day, the Wednesday before Thanksgiving, Thanksgiving Day, the day after Thanksgiving, Dr. Martin Luther King Jr.'s Birthday (observed), President's Day (observed), Good Friday, and the Monday after Easter the event any of these holidays are scheduled workdays, the Company will select another non-scheduled day as the designated holiday.

The number of Holidays shall total eight (8).

## **ARTICLE 16 FUNERAL LEAVE**

**SECTION 1.** The Company recognizes the necessity for an employee to attend to family matters in the event of the death of an immediate family member. It is Company policy to allow employees time off for bereavement.

Immediate family is defined to include: parents, siblings, spouse, children, grandchildren, grandparents, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, daughters-in-law, son-in-law, stepparents, stepchildren, or great-grandchildren.

- A paid excused absence of up to three (3) regularly scheduled workdays may be taken in the event of the death of a member of his/her immediate family, provided that such days are taken within ten (10) calendar days from the date of death.
- The Company may request the verification of the death (i.e., death certificate, newspaper article) prior to granting bereavement leave.
- In the event of the death of a member of his/her immediate family member, as defined in this Article, an employee may, upon request, be entitled to two (2) additional unpaid days of funeral leave if the funeral is beyond 100 miles away from Collinsville, IL, provided that such days are taken for attendance at funeral services.

## ARTICLE 17 LEAVE OF ABSENCE

**SECTION 1.** Leave of absence for personal reasons of up to fourteen (14) days during any school year may be granted at the discretion of the Company upon receipt of written request from the employee stating the reason for and the duration of the leave requested. The request for leave will be granted for one (1) week only initially but an additional one (1) week may be granted after review of the reason for such leave.

**SECTION 2.** Leave of absence of up to thirty (30) days may be granted at the discretion of the Company for emergency or medical reasons upon receipt of written request from the employee. The Company may require initial and periodic medical statements to substantiate the need for such leave.

**SECTION 3.** An Employee who requests a leave of absence for the purpose of having elective surgery or for any other reasonably foreseeable circumstance, e.g., pregnancy, hernia, that will render the employee unable to physically perform the duties of this job, the employee must provide to the Company a written statement signed by his/her physician indicating (I) the date on which it is expected he/she will no longer be physically capable to perform his/her regular duties, (II) that he/she can work until that date without risking injury to himself/herself, (III) anticipated surgery or date of actual disability, and (IV) anticipated date of return to work.

**SECTION 4.** An employee on a leave of absence for medical reasons may be required to provide periodic physician reports as to his/her condition and may be required to provide medical evidence of fitness to work. Routes will be held for employees for up to six (6) months providing those employees are on approved medical leaves of absence (not to include elective surgery) and follow this Article and Section in notifying management of their status.

**SECTION 5.** The Company shall have the right to require a medical examination of the employee, at the Company's expense, to determine if an employee meets the conditions for a leave under this policy or to verify that the employee is fit to return to work. If an employee has been off work for three (3) or more workdays due to illness (medical leave) or accident, the employee, prior to returning to work, must furnish the Company, in writing, proof of illness or accident, signed by a physician certifying the employee has the physical ability to perform his/her regular job. The Company may, at any time, require an employee to take a physical examination given by the Company's doctor at the expense of the Company. In the event of disagreement between the health care provider selected by the Company and the health care provider selected by the employee, the Company and employee's health care providers shall select a third health care provider within seven (7) days, whose opinion shall be final and binding on the Company, Union and the employee. The Company nor the Union nor the employee will attempt to circumvent the decision. The expense of the third health care provider shall be divided equally between the Company and the Employee or Employee's Health Care Provider unless the third health care provider is retained pursuant to the federal Family and Medical Leave Act then the Company shall be responsible for paying the expenses of the third health care provider as required by the federal Family Medical Leave Act.

**SECTION 6.** Employees returning from leave of absence will be returned to his/her prior position provided the employee returns to their regular work assignment not later than thirty (30) days from the commencement of such leave.

**SECTION 7.** Not more than two (2) employees from the bargaining unit may be designated

by the Union to attend Union sponsored conventions and/or training seminars. Such leave shall be granted without pay, no loss of seniority, and shall not exceed ten (10) workdays per school year. The Union shall notify the Company, in writing, at least fifteen (15) calendar days in advance of the employee's name and dates for the leave.

## **ARTICLE 18 FAMILY AND MEDICAL LEAVE ACT**

**SECTION 1.** The Company will comply with the Family and Medical Leave Act.

## **ARTICLE 19 JURY DUTY**

**SECTION 1.** Every employee has a civic responsibility to serve as a juror when called. It is the policy of the Company that time off while serving on jury duty will be a paid excused absence.

- The employee shall notify the Branch Manager immediately after receiving the summons to appear for jury duty.
- The employee must report to work if released by the court while a reasonable amount of time remains in the scheduled workday. The Company will continue to provide applicable health insurance benefits for the full term of the jury duty provided the employee continues to pay any applicable premiums. Applicable benefits such as holidays will continue to accrue during jury duty.
- The employee who is called to and reports for jury duty shall be paid by the Company for each day, partially or wholly, spent in performing jury duty during hours as the employee otherwise would have been scheduled to work. The employee shall turn any jury check or monies over to Laidlaw education services in return for his/her regular pay.

## **ARTICLE 20 HEALTH AND WELFARE**

**SECTION 1.** The Company agrees to extend to all bargaining unit employees an Insurance plan, which will be administered by payroll deduction and be paid for fully by the employee. The Company agrees to deduct the cost of such insurance coverage from all enrolled employees' paychecks, upon receipt of individual authorization forms to make such deductions.

**SECTION 2.** In all cases, the Company reserves the right to change insurance carriers and/or administrators to self-insure or self-fund such benefits provided the benefits remain substantially the same. The full coverage of any claim is subject to the specific terms and conditions of the insurance contract between the carrier and the Company.

**SECTION 3.** Each employee covered by this Agreement who has a regularly assigned home-to-school driving, stand-by or monitors position, and such employee works a minimum of twenty (20) hours work each week will receive from the Company Life Insurance amounting to five-thousand (\$5,000) dollars. Additionally, employees who meet the above standards will also have the same coverage under Accidental Death and Dismemberment. Employees on approved leave of absence from the Company will continue to receive these coverages for the period of leave not to exceed twelve (12) weeks.

**ARTICLE 21**  
**DISCHARGE AND DISCIPLINE: SEVERANCE OF EMPLOYMENT**

**SECTION 1.** The Company may promulgate reasonable work rules/regulations provided that such rules/regulations are made available and posted within the branch. Such regulations/rules shall not conflict with any provision of this Agreement. This collective bargaining agreement and the Employee Handbook shall contain the regulations the Company expects all employees to comply. Revisions by the Company to the Employee Handbook will be provided to the employee's and a copy of any such revisions will be sent to the appropriate Union Business Agent prior to rule implementation. Where this Agreement and the Employee Handbook differ in practice, policy or benefit, this Agreement will prevail.

Employees shall recognize and obey all applicable Local, State and Federal laws as well as rules and regulations of the Company and School District(s). Violations of such laws, policies, rules or regulations shall be grounds for discipline, including, but not limited to, discharge.

No regular employee shall be discharged or disciplined without just cause. Any employee who has been discharged or disciplined, upon request, shall be entitled to an interview with his/her steward before he/she is required to leave the facility. The Company will give a written notice to the Union of any action taken by the Company as to discharge or other disciplinary action(s) immediately.

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, and then may initiate a question or grievance according to the grievance procedure set forth in Article 22.

At such time as an employee is disciplined under this Article, the employee, in the presence of a Steward, will be advised of the discipline. The Company shall furnish the affected employee and Steward with written notice of the action. The Company agrees to fax to the Union Office a copy of any disciplinary notice for an employee who has been suspended or terminated by the Company.

**SECTION 2.** Should there be any dispute between the Company and the Union concerning the existence of just cause for discharge or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of the grievance procedure provided in this agreement.

**SECTION 3.** Progressive discipline will be used where the conduct of an employee is not severe, or any Company violation by an employee is not a subject of immediate suspension or discharge. For the purposes of discipline, the following will be considered as appropriate for Progressive discipline within each category without crossover,

- 1 Work Rules,
- 2 Attendance and
- 3 Safety violations.

Disciplinary action will be taken within no more than five (5) working days of said action, or when the Company new or should have known of the action, in order to be timely, unless the Company is conducting an active, ongoing investigation.

Upon any instance of the same misconduct or any other misconduct, the Company will use

the following procedures:

- A) First Offense: Verbal warning.
- B) Second Offense: A written warning will be issued.
- C) Third Offense: A second written and final warning will be issued with a possible suspension of up to three (3) working days.
- D) Fourth Offense: discharge notice will be issued, which will result in termination from the Company.

**SECTION 4.** After a written reprimand has been on file for twelve (12) months without any intervening disciplinary action, it will be removed from the employee's employment record. If there is intervening disciplinary action, the twelve (12) months shall start over from the date of the latest discipline. The maximum period for Safety related disciplinary actions will be twenty-four (24) months.

**SECTION 5.** If the Company is required to remove an employee for just cause from a route at the School District's request, or the Collinsville revenue contract designates such employee removal, the Company shall comply with the request in all cases. Any such removal shall not be subject to the dispute or processed within the Arbitration Procedures outlined in Article 22 below. Prior to any such action being taken, the Company agrees to discuss the matter with the School District in an attempt to resolve the matter and the Company will provide the Union, as well as the employee(s) involved, copies of any or all statements, complaints and directives requiring the removal. The Company agrees that unless there is undeniable conclusive evidence to justify the District's position, the Company will provide the employee with an employment opportunity at comparable terms and conditions, including employing the employee at the employee's choice of Company locations in the area provided such opening may exist. The Company's obligation to provide comparable terms and conditions referred to above shall only be applicable throughout the term of the school year in which the event occurs.

**SECTION 6.** The Company shall keep one official personnel file for each employee. Employees shall have the right to review their personnel file consistent with State or Federal law, and copy such at the employee's personal expense, payable to the Company.

## **ARTICLE 22 GRIEVANCE PROCEDURE**

**SECTION 1.** A grievance is defined as a complaint or dispute between the employee and the Company regarding the meaning, interpretation or application of the policies of the Company or the contract between the Company and the Union, or with regard to their application and execution of work responsibilities.

After Step 1, all grievances shall be reduced to writing and state the specific policy or contract violation, a concise statement of the grievance, the date of the alleged violation and the relief requested.

**Step 1 - Contract Manager:** When an employee has a potential grievance they shall, with or without the Steward, or another bargaining unit member if a Steward is not available, present the grievance to the Branch Manager within five (5) work days from the date the employee became aware of the occurrence. The parties will meet and discuss the grievance within five (5) workdays after the grievance was presented; the Steward may be present. Within five (5) working days, of the meeting, the Branch Manager shall give a written response.

**Step 2 - Regional Operations Manager:** In the event the grievance is not resolved at Step 1, it shall be reduced to writing and presented to the General Manager or their designee within five (5) working days of the written response or the date the response should have been received at Step 1. Within twenty (20) working days after the grievance has been presented, the General Manager shall meet with the grievant, the Union Business Agent and Shop Steward to discuss the grievance. Within five (5) days of the meeting, the General Manager shall render a written response to the Union Representative.

**Step 3 - Arbitration:** If the grievance remains unresolved after **Step 2**, either party may request arbitration within thirty (30) days of the written Company response or the date the response should have been received. The Company and the Union shall try and agree to an Arbitrator, if they cannot agree then the requesting party shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Services (FMCS). The parties shall then alternately strike names from the list until one name remains. The panel in its entirety may be rejected by either party one time.

Any expenses connected with the arbitration shall be borne by the losing party, except each party shall bear the cost of presenting its own case. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall not have the power to negotiate new agreements nor change the provisions of this agreement.

A grievance in the interest of a group of employees in the bargaining, (class action), unit shall be reduced to writing by the Union and shall enter the grievance procedure at **Step 2** and proceed in the time limits set forth therein.

**SECTION 2. TIME LIMITS:** All time limits stated in this Article for processing a grievance shall be mandatory and the failure to follow any time limits shall result in the grievance being null void and waived. However, time limits may be extended by mutual agreement between the Company and Union provided the extension requests are in writing and approved prior to the normal time limits expiring. Where the Company does not respond to a timely grievance, the grievance shall be deemed as granted.

## **ARTICLE 23 SUBCONTRACTING**

The Company shall maintain its right to subcontract work that is performed by the bargaining unit employees, but will advise the Union of such contracting.

The Company agrees that the intent is not to regularly subcontract out work currently performed at the Collinsville, IL location during the life of this Agreement, except in emergency situations. Such emergency situations will be dealt with as soon as practical and possible. The Company does fully reserve the right to subcontract work if it is a requirement of fulfilling its obligation to the School District(s).

## **ARTICLE 24 SUCCESSOR**

The parties agree that in the event that the ownership or management is changed by sale, merger or in any other manner, the existence of this Agreement shall be announced to the successor Company.

The Company agrees to give the Union written notice of such change and the identity of the new owner as soon as they become aware that a change in ownership is to occur.

## ARTICLE 25 SAVINGS CLAUSE

**SECTION 1.** Any part of this Agreement which conflicts with applicable City, State or Federal laws or regulations, shall be considered invalid. Such invalidity shall not affect other provisions. Nothing contained in this Agreement is intended to violate any City, State or Federal laws, rules or regulations made pursuant thereto.

## ARTICLE 26 MISCELLANEOUS PROVISIONS

**SECTION 1. UNIFORMS:** In the event the Company requires the employees to wear uniforms, the Company and the Union will meet and negotiate prior to implementation.

**SECTION 2. CLEANING SUPPLIES:** The Company will make available cleaning supplies to employees for use in cleaning their buses.

**SECTION 3. PHYSICAL EXAMS:** In the event that any physical examination of any kind is required to obtain a school bus driving certificate and/or in the event that any physical exam is required by the State as a condition of continued employment, the Company shall bear the cost of same and shall schedule same to occur on a regular working day or during summer layoff by mutual agreement.

The physical shall be performed by a physician designated by the Company.

The Company agrees to make available to employees, at the Company's expense, flu shots (if available) for those employees wishing vaccination. Hepatitis B shots will be available at no expense to those employees, so identified by the Company as being at risk, wishing vaccination.

**SECTION 4. CDL LICENSE** The Company shall continue to pay for CDL license and renewals for employees that are required to have a CDL license.

**SECTION 5. DRUG AND ALCOHOL TEST** The Company shall comply with state laws requiring the random testing of holding a CDL license. In the event an employee is required to take a drug and/or alcohol test the employee shall be paid for time spent in route to and from the exam and all time in between.

**SECTION 6. 401(K)** Eligible employees covered by this Agreement will be permitted to participate, subject to the plan's terms and conditions, in the Company's 401(k) Drivers plan with no Company match or contribution.

The Company reserves the right, without limitation, to unilaterally modify, revoke, suspend, terminate or change any or all of the provisions of this plan, in whole or part, at any time as it deems appropriate. The Union and participating employees will be notified of any such action taken by the Company.

**SECTION 7.** Paychecks will be issued bi-weekly (on Friday) for the prior two (2) weeks work. If a payday falls on a day that work is not scheduled, checks will be issued the previous day, if available.

Paychecks will be distributed in a sealed envelope. When the Branch Manager agrees that the Company has made an error on an employee's check in excess of thirty-five (\$35) dollars, a substitute check will be issued within five (5) workdays.



**SECTION 8.** The Company shall notify an employee of any emergency as soon as practical.

**SECTION 9.** A non-DOT passing driver will be allowed to move to a monitor classification in order to remain with First Student, if a position is available. The monitor will then go to the bottom of the monitor seniority roster for bidding, and will be credited with years of service for pay.

**SECTION 10.** First Student shall provide at all times a safe, healthy, and clean workplace including breakroom and bathroom facilities.

## **ARTICLE 27 NO STRIKE/NO LOCKOUT**

**SECTION 1 -** It is agreed that during the term of this Agreement neither the Union nor its officers or members shall instigate, call, sanction, condone, or participate in any strike (sympathy or otherwise), sit-down, stay-in, walkout, slow-down, stoppage, or any curtailment of work, and provided further that there shall be no lockout of employees by the Company.

**SECTION 2 -** In the event that any of the employees violates the provisions of the above paragraph, the Union shall immediately take action and use every means at its disposal to prevent the conduct and continuance of such action.

**SECTION 3 -** Any employee or employees found guilty participating in such actions shall be subject to immediate discharge.

## **ARTICLE 28 EFFECTIVE DATE, TERMINATION and BINDING INTEREST ARBITRATION**

**SECTION 1.** This Agreement shall be effective July 1, 2021, and shall continue in full force and effect through June 30, 2024, and thereafter be automatically renewed from year to year unless notice is given in writing by either party to the other of the changes or modifications desired at least sixty (60) days prior to its expiration or sixty (60) days prior to any subsequent applicable expiration date after automatic renewal. If notice of change is given, the original provisions shall remain in full force and effect until a satisfactory conclusion is reached through collective bargaining. It is further agreed that after notice to bargain is received, the parties shall begin negotiations and shall meet regularly until an agreement has been reached. If no agreement is reached prior to the expiration of this contract, Federal Mediation may be utilized.

**SECTION 2.** The Company and Union agree that neither party will resort to economic action of any kind against the other. Accordingly, the Company and Union agree to submit all unresolved issues to final and binding arbitration.

The Company and Union will jointly select an arbitrator from a panel received from the FMCS or AAA, one but not both, or they may agree on a neutral arbitrator who will then resolve open collective bargaining issues and both parties will be bound by the decision of the arbitrator. Both the Company and Union will share the expense of the arbitrator equally.


The Company and Union intend that this Article shall survive the expiration of this and all future collective bargaining agreements and that this Article shall be included in any and all future collective bargaining agreements.

To demonstrate its sincerity, the Union expressly agrees that the Company shall have the right to enforce this clause by restraining order and injunction in the courts of the State of Illinois upon proof of the existence of such strike. Additionally, any employee who participates in any action prohibited by this Article shall be subject to immediate discharge.

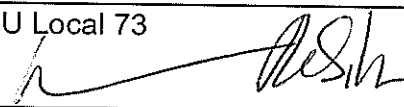
FIRST STUDENT, INC.  
COLLINSVILLE, IL FACILITY

LOCAL 73, SERVICE EMPLOYEES  
INTERNATIONAL UNION (SEIU)

  
\_\_\_\_\_  
First Group

  
\_\_\_\_\_  
SEIU Local 73

\_\_\_\_\_  
First Group

  
\_\_\_\_\_  
Sr. Field Organizer

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The Company and Union intend that this Article shall survive the expiration of this and all future collective bargaining agreements and that this Article shall be included in any and all future collective bargaining agreements.

To demonstrate its sincerity, the Union expressly agrees that the Company shall have the right to enforce this clause by restraining order and injunction in the courts of the State of Illinois upon proof of the existence of such strike. Additionally, any employee who participates in any action prohibited by this Article shall be subject to immediate discharge.

FIRST STUDENT, INC.  
COLLINSVILLE, IL FACILITY

LOCAL 73, SERVICE EMPLOYEES  
INTERNATIONAL UNION (SEIU)

Roger Moore  
First Group

Carla Terry  
First Group

Trish  
SEIU Local 73

Alsh  
Sr. Field Organizer

Kathleen Bond

Tracy Dyle

Melissa Cole

Janet Smith

Shub