

AGREEMENT

Between the

**Bus Driver, Bus Monitor and Mechanic Employees
American Federation of State, County and Municipal Employees**

On Behalf of Local Union 2040

and

East Moline School District 37

July 1, 2013– June 30, 2017

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PREAMBLE

The Board of Education of East Moline School District 37, hereinafter referred to as the Board or Employer, and the American Federation of State, County and Municipal Employees Council 31, AFL-CIO, on behalf of Local Union 2040, hereinafter referred to as the Union, make and enter into this agreement.

ARTICLE I **RECOGNITION**

Section 1:

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for its employees employed by its facility with administrative offices located at 3555 19th Street East Moline, Illinois. The bargaining unit has been found to be appropriate for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment. The term employee shall include all employees employed at the Employer's facility as bus drivers, including 4 and 6 hour drivers, bus monitors and mechanics, but excluding all managerial, supervisory and confidential employees, and all others excluded by the Illinois Educational Relations Act, including substitute employees, temporary employees designated as temporary by the Employer and continuously employed 100 days or less, excluding summer break and all other employees.

Section 2:

The use of the male pronoun he or his shall be deemed to include female employees as well.

Section 3:

The Employer hereby agrees that no non-bargaining unit employees shall be employed to perform the work normally performed by bargaining unit employees, except when bargaining unit employees are not available the employer may use substitute drivers, substitute monitors, and the Assistant Superintendent for Business.

Section 4:

The Employer and the Union recognize that in all cases of conflict between Title VII of the Civil Rights Act and or the Americans With Disabilities Act and any provision of this collective bargaining agreement, or any practice under any provision of the collective bargaining agreement, then in that event Title VII and or the Americans With Disabilities Act shall prevail.

Section 5:

During the term of this Agreement, the Employer shall not contract-out or sub-contract any public work normally performed by employees covered by this Agreement unless the Employer determines that the available employees are not able to perform the work.

ARTICLE II **MANAGEMENT RIGHTS**

Section 1:

Except as expressly modified by a specific provision of this agreement, the Employer reserves and retains solely and exclusively all of its inherent rights to manage the school district as such rights existed prior to the execution of any agreement with the Union.

Section 2:

It is expressly recognized that the Employer shall have the exclusive right to determine partial or permanent discontinuance of operations or partial or complete shutdown or transfer of operations.

Section 3:

The Union agrees and acknowledges that the Employer has the exclusive right except as expressly modified by a specific provision of this agreement, using its sole discretion, to hire, discharge or discipline for just cause, lay off, rehire, promote, demote, select for vacancy or layoff, to create or expand job classifications and to modify or discontinue existing job classifications; to determine and change the size and make up of the workforce; to determine, establish and change job duties, standards and requirements; to establish, or from time to time change rules to promote safety, efficiency, order and protection of Employer property and operations; to establish and change quality standards and workmanship required, to establish and change hours of work; to halt work stoppages, and to take effective action against slowdowns; to discontinue, transfer, relocate, subcontract or assign all or any part of its business operations; to expand, reduce, alter, combine, transfer, assign to or cease any job, job group, department or operation; to control and regulate or discontinue the use of supplies, machinery, equipment, vehicles, and other property owned, used, possessed or leased by the Employer.

The listing of specific management rights in this Article is not intended to be or shall it be considered restriction of or a waiver of any of the rights of the Employer not listed and not specifically surrendered by a specific provision of this Agreement whether or not such rights have been exercised in the past.

Section 4:

It is agreed that the Employer has the right to continue its drug and alcohol testing program for employees upon such terms and conditions as are currently in place, except that the Employer may make modifications required by law or pertinent regulations. It is further agreed that the Employer has the right to establish and implement physical examinations as required by federal or state laws or regulations.

Section 5:

Due to the business requirements of the Employer's business, Supervisors and other employees employed by the Employer may perform work that is normally performed by employees covered by this agreement, except as this Section is expressly modified by a specific provision of this agreement.

Section 6:

The employer in its sole discretion shall determine whether to have drivers and monitors remain present at sites when children are dropped off.

ARTICLE III
GRIEVANCE PROCEDURE

Section 1:

A grievance is defined as any dispute which may arise between the parties, concerning the application, meaning or interpretation of this agreement.

Section 2: Procedures

Grievances shall be settled in the following manner:

Step One:

The Union Representative with or without the employee shall take up the grievance or the dispute with the Transportation Director within fifteen (15) days of the date of the occurrence. The Transportation Director shall attempt to adjust the matter and shall respond to the Union Representative within three (3) working days. If there is no response from the Transportation Director by the deadline, the grievance is automatically moved to Step Two.

Step Two:

If the grievance is denied by the Transportation Director, it may be presented by the Union Representative to the Chief Financial Officer within seven (7) working days after the response of the Transportation Director is due. The Chief Financial Officer shall respond in writing to the Union Representative or the employee within five (5) working days. If there is no response from the Chief Financial Officer by the deadline, the grievance is automatically moved to Step Three.

Step Three:

If the grievance is denied by the Chief Financial Officer, it may be presented by the Union Representative to the Superintendent in writing within seven (7) working days after the response of the Chief Financial Officer is due. The Superintendent shall respond in writing to the Union Representative or the employee within five (5) working days. If there is no response from the Superintendent by the deadline, the grievance is automatically moved to Step Four.

Step Four:

If the grievance, is denied by the Superintendent, it may be presented in writing by the Union Representative to the Board within fifteen (15) days after the response of the Superintendent is due. The Board shall schedule a hearing with respect to said grievance. The Board shall respond in writing to the Union Representative within twenty (20) working days after the submission of the grievance. However, if there was no response to the grievance by the Superintendent in Step Four, a grievance hearing will automatically be scheduled for the next possible regular meeting of the Board of Education.

Step Five:

If the grievance is still unresolved, within fifteen (15) days after the reply of the Board, the Union by written notice to the Board, may request binding arbitration and then both parties shall jointly contact the Federal Mediation and Conciliation Service (FMCS) and request a list of five (5) arbitrators between five (5) days and thirty (30) days after the Union's written request is presented to the Board. The arbitration proceeding shall be conducted by an arbitrator selected from the FMCS list. The Union shall strike the first name from the list and the parties shall then alternate striking names until only one

name remains who shall be the arbitrator to decide the case.

Each party shall pay the cost of expenditures incurred by it in connection with the arbitration. The cost of the arbitrator and, should the arbitrator request a copy of the proceedings, the arbitrator's copy shall be born equally by the Employer and the Union. Should either party desire a copy of the proceedings, the party requesting the copy shall pay the cost of its copy.

The arbitrator shall act in a judicial, not legislative, capacity and shall limit his award to the facts of the grievance before him and the expressed terms of the agreement and shall not alter, amend, modify or ignore the terms of the agreement. In the event the arbitrator finds that the grievance does not involve an interpretation of the express terms of the agreement, he shall remand the matter back to the parties without comment except to state that the grievance is not within his jurisdiction. The arbitrator shall have no power to establish wage scales or change established wage scales. All decisions of the arbitrator, as defined in this agreement, shall be final and binding on the Employer, the Union and the employees covered by this agreement.

No claim against the Employer for back pay for suspension or discharge, by an employee or by the Union, shall be retroactive to any date prior to the date of presentation of the grievance in Step One of the grievance procedure. All awards of back pay shall be limited to the amount of back wages the employee would have otherwise earned from his regular and normal employment with the Employer during the period between his termination and reinstatement, if reinstatement is ordered, less any unemployment and less mitigation.

Section 3:

Grievances not filed within the designated time limit will be treated as untimely and therefore nonexistent and grievances not appealed within the designated time limits will be treated as untimely and therefore having been withdrawn. The time limits at any step or for any hearing may be extended in writing by mutual agreement of the parties involved in that particular step. Grievances may be dropped on a non-precedent setting basis by mutual agreement.

Failure of the Employer to answer grievances within the time limits prescribed in each step of the grievance procedure, shall permit an appeal by the employee or the Union to the next step of the procedure.

Section 4:

All written grievances shall state the article(s) and section(s) of the agreement alleged to have been violated, the date of the violation and the relief requested. Only individual grievances will be allowed, no group grievances will be permitted except contract interpretation grievances with the same facts.

ARTICLE IV **UNION BUSINESS**

Section 1:

The Union will designate a Chief Steward and three alternate stewards. The Union shall notify the employer in writing of the name of the chief steward and the order in which the alternate stewards shall serve.

Stewards shall notify their supervisor prior to conducting Union business on work time.

The Steward may use up to a total of two (2) hours per month to conduct Union business as described in this Section. The time used to conduct Union business shall not increase the hours for which the Steward is paid.

Time spent investigating and/or processing grievances should not count towards the two-hour limit. Furthermore, meetings with management should not count towards the two-hour time limit.

Union business is described as:

- Posting Union notices,
- Distributing Union literature,
- Transmitting communications authorized by the Local Union or its officers to the Employer,
- Consulting with the Employer or Local Union officers concerning the enforcement of any provisions of this Agreement at a mutually agreed time and place,
- Investigating and processing grievances.

A Union Steward may not use her scheduled route time to conduct Union business.

Section 2:

Representatives of the Union will not interfere with the Employer's business or with employees during working hours or come on Employer premises and then only when advance permission has been obtained from the Superintendent or designee, which permission shall not be unreasonably withheld.

Section 3:

The Employer agrees to furnish and maintain a 3' x 4' bulletin board in the bus garage to be used by the Union. The Union shall limit its posting of notices and bulletins to the bulletin board.

Section 4:

Employees requested in writing by the employer to be present for a grievance meeting or requested by the employer to investigate a grievance shall receive their normal rate of pay for actual hours worked up to two (2) hours for each such occurrence for attending the meeting or investigating the grievance.

ARTICLE V
COMMUNICATION COMMITTEE MEETING

A representative or representatives from management will meet periodically with a representative committee of not more than three persons for the purpose of discussing matters relating to the district.

The meeting may be called by either party and shall be scheduled at a time and place that is mutually acceptable and no more often than once a month.

ARTICLE VI
NO STRIKE NO LOCKOUT

Section 1:

The Union agrees on behalf of itself, its officers, agents, members and employees represented by it, that it nor they will, during the life of this Agreement, or any extensions thereof, incite, call, sanction, condone or participate in any strike, stoppage of work, slow-down, withholding of services or any intentional interference with production of any kind for any reasons nor engage in such acts or conduct in recognition or support of issues involving employees or individuals outside the bargaining unit encompassed by this Agreement. In the event of any of the above actions, the Employer shall notify the officers of the Union and the officers shall take whatever lawful steps are necessary to prevent or terminate the prohibited conduct. No employee shall refuse to cross a picket line to report to work during the term of this Agreement. Any employee participating in any action prohibited by this article or who refuses to perform his duties because of a strike or picket line shall be subject to discharge.

Section 2:

The Employer agrees that neither it nor its representatives will put into effect any lock-out during the term of this agreement. The term lock-out does not include layoffs, a curtailment of operations, shutdowns, termination of employees or complete or partial termination of the Employer's business.

ARTICLE VII SENIORITY

Section 1:

The first ninety (90) days paid of continuous service will be a probationary period during which time the employee has no seniority standing and will be subject to layoff or discharge at the sole discretion of the Employer without recourse to the grievance and arbitration procedures contained in the agreement.

Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his seniority will be dated back to the beginning of his employment.

Section 2:

In the event of layoff or recall employees shall be laid off or recalled on the basis of classification seniority which is defined as length of time worked in the classification being reduced or enlarged. The employee with the least classification seniority in the classification being reduced shall be the first laid off and the employee with the most classification seniority in the classification being enlarged shall be the first recalled. An employee who otherwise would be subject to lay off may, if he so chooses, bump the least-senior employee in a lower job classification provided the bumping employee has greater seniority than the employee he bumps. For the purposes of layoffs and recalls the classifications and their rank order are as follows: 1) head mechanic; 2) mechanic; 3) driver; and 4) monitor.

It shall be the responsibility of the Superintendent and/or designee to mail notice to the affected employee by registered mail at least thirty (30) calendar days prior to termination due to shortage of work or lack of funding.

Section 3:

An employee's seniority and his employment with the Employer shall terminate upon the occurrence of any of the following:

1. Quits or retires
2. Discharge for just cause
3. Terminated due to the permanent shutdown of the Employer's facilities or any portion thereof
4. Layoff without recall for a period equal to the employee's seniority or one year whichever is less
5. Absent for two (2) consecutive working days without direct notification to the employer, during such period, of the reason for absence

6. Absence due to illness or injury for more than the employee's accumulated sick leave and, if requested, a leave for an extended period of time under Article XXIII, Section 1.
7. Failure to return to work within three (3) working days of notification to return to work after layoff. Certified mail to last known address shall be used in notifying employees to return to work with date of notification to be from date the letter was mailed.

Section 4:

Every six (6) months the Employer shall post on the bus garage bulletin board a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Union President when it is posted.

ARTICLE VIII
HOURS OF WORK

Section 1:

The work week shall consist of those days the employee is scheduled to work Monday through Friday.

Section 2:

For drivers and monitors, there will be a guarantee of two (2) hours of work per work session provided the driver and/or monitor is available to work and performs all work assigned including non-driving work which will consist of cleaning the bus assigned and assist in cleaning spare busses, keeping the lounge area clean, answering the phone, covering the radio, keeping the bathroom clean, cleaning garage floors, picking up litter on grounds, cleaning entrances of snow, and assisting the dispatcher with maintaining records. Employees shall not be required to perform non-driving work after 5:00 p.m. to receive the two (2) hour guarantee under this Section 2. Employees who choose to not do non-driving work shall not receive the 2 hour guarantee and shall be paid for only the time actually worked.

Section 3:

The regular hours of work each day shall be consecutive.

References to consecutive hours of work in the balance of this Article shall be construed to include lunch periods. The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday.

This Section 3 applies only to regular full time mechanics.

Section 4:

All mechanics' work schedules shall provide for a fifteen (15) minute paid rest period during each one half shift. The rest period shall be scheduled at the middle of each one half shift whenever this is feasible.

Mechanics who are assigned to work two (2) hours beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

Section 5:

All mechanics shall be granted an uninterrupted 30-minute paid lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift. Mechanics shall be permitted to leave the Employer's premises during

lunch, provided that two mechanics shall not leave at the same time. Both mechanics shall not be absent during lunch without supervisory approval.

Section 6:

A sign-up sheet shall be posted for all extra runs including sports runs, field trips, and added runs. Drivers who wish to volunteer for extra runs, must sign the sheet before the start of the school year. Drivers hired during the school year will have 30 days from date of hire to sign up for extra runs. A drivers list, ranked by seniority, shall be maintained for all extra assignments. Such assignments shall be made on a rotating basis.

When a driver is needed for a sports run the most senior driver on the sports run list with less seniority than the last driver offered such work shall be first offered the run. The drivers on the list shall be offered the work in order of seniority until a driver on the list accepts the work or all drivers on the list have refused the work. If all drivers on the list refuse the work, the employer shall have the right to assign the work in inverse seniority on a rotation basis from the appropriate list and should the employer determine that it still needs more drivers to perform the work, it shall have the right to require employees in the driver classification to perform the work in an inverse seniority rotation basis. If regular drivers are working or on sick leave at the time of the trip, mechanics or supervisors or substitute drivers may be used to drive the trip.

When a driver is needed for a field trip, the most senior driver on the field trip list with less seniority than the last driver offered such work shall be first offered the run. The drivers on the list shall be offered the work in order of seniority until a driver on the list accepts the work or all drivers on the list have refused the work. If all drivers on the list refuse the work, the employer shall have the right to assign the work in inverse seniority on a rotation basis from the appropriate list and should the employer determine that it still needs more drivers to perform the work, it shall have the right to require employees in the driver classification to perform the work in an inverse seniority rotation basis. If regular drivers are working or on sick leave at the time of the trip, mechanics or supervisors or substitute drivers may be used to drive the trip.

Notwithstanding any other part of this agreement, the employer shall use the regularly assigned drivers, when available, for Early Childhood/Pre-Kindergarten field trips.

Section 7:

When trip sheets are updated by the Employer a copy will be given to the driver, the monitor (if one is assigned to the route), and a copy of the current trip sheets will be maintained in the Transportation Office. Drivers are responsible for making changes in the trip sheets of which they are aware.

Section 8: Substituting for mid-day and after school routes:

1. All four-hour drivers will be on a rotation list unless an employee chooses to be

taken off the list. The rotation will be posted at the bus garage.

2. All routes shall be assigned in the order of notification of cancellation by the regular driver.

3. When a driver is previously assigned to another extra assignment (fieldtrip, sports run) the previously assigned four-hour driver shall be skipped in the rotation and the next driver on the list shall be assigned.

4. In the case of an extended leave of more than 1 day of a mid-day or after school driver the last assigned driver will be allowed to fill this vacancy until the regular driver returns, or the last assigned driver is absent, whichever occurs first.

ARTICLE IX
FILLING OF VACANCIES AND WORK FORCE CHANGES

Section 1: Filling of Vacancies

Whenever a job opening occurs due to the creation of a new position or a vacancy in an existing position, other than a temporary opening as defined below, a notice of such opening shall be posted on all bulletin boards for five (5) working days. The employer is not required to provide notice in any manner other than posting as required in this Section 1.

During this period, employees within the same job classification (drivers or monitors) who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing and it shall be submitted to the Transportation Director.

The Employer shall fill the opening from among the applicants from the same job classification with the employee who has the most seniority.

The Employer shall have the right to fill vacancies that remain after following this procedure with any available applicant.

Section 2: Temporary Job Openings

Temporary job openings are defined as job vacancies that may periodically develop due to the absence of an employee because of vacations, sick and injury leave, or other leaves of absence or emergency situations of the employer. A temporary vacancy may not extend beyond one year. After one year, the vacancy will be considered a permanent vacancy.

Temporary job openings that develop due to the absence of an employee as defined above shall be filled by a substitute employee.

All other job openings shall be considered a permanent vacancy.

Section 3: Reassignments

Employees shall not be reassigned, except as indicated in this Section. Notwithstanding any other provision of this agreement the Employer shall have the right to reassign drivers and monitors to different routes provided such routes are occupied by employees in the lower one half of their classification seniority and provided written notice of the route change is given in advance to the affected driver/s or monitor/s and the union representative. Employees with a four-hour minimum shall only be reassigned to a four-hour minimum position; and employees with a six-hour minimum shall only be reassigned to a six-hour minimum position.

Section 4: Drivers and Monitors

This article applies only to drivers and monitors.

ARTICLE X OVERTIME

Section 1:

Time and one half (1 1/2) the employee's regular hourly rate of pay shall be paid for all overtime which is defined as work performed in excess of forty (40) hours in any work week and all work performed on a holiday. Compensation shall not be paid twice for the same hour.

Section 2:

Overtime shall be distributed as equally as possible from among the employees who normally perform the work.

Section 3:

Overtime work shall be voluntary, except in an emergency situation when the Superintendent or designee has the right to assign overtime in accordance with other provisions of the contract.

Section 4:

Employees called back to work outside their regularly scheduled shift or on their scheduled day off shall be paid a minimum of two (2) hours pay at the appropriate rate.

ARTICLE XI
VACATIONS

Section 1:

Regular full time mechanics who have completed six (6) months of service by July 1st, shall be entitled to five (5) days vacation with pay. All regular full time mechanics who are employed on a twelve-month basis shall receive paid vacations according to the following schedule:

Less than six month employment_____	no vacation
Six months employment_____	5 days vacation
Seven months employment_____	6 days vacation
Eight months employment_____	7 days vacation
Nine months employment_____	8 days vacation
Ten months employment_____	9 days vacation
Eleven months employment_____	10 days vacation

All regular full time mechanics who work on a twelve-month basis and who have completed one (1) year of service by July 1st, shall be entitled to ten (10) working days vacation with pay.

All regular full time mechanics who have completed five (5) years of service by July 1st, shall be entitled to fifteen (15) working days vacation with pay.

All regular full time mechanics who have completed ten (10) years of service by July 1st, shall be entitled to twenty (20) working days vacation with pay.

With permission of the Superintendent and/or designee, split vacations may be allowed during the summer and winter school recesses if they do not interfere with the operation of the school and/or the District.

Section 2:

When a holiday falls on a work day during a regular full time mechanic's vacation, then the regular full time mechanic's vacation shall be extended by allowing one additional day of vacation. The extra day of vacation shall be the next scheduled working day following the end of the regular full time mechanic's vacation.

Section 3:

If, for good and sufficient reason, a regular full time mechanic, who is entitled to a vacation when earned, such regular full time mechanic may, with the consent of the Superintendent and/or designee, have the accumulated vacation the following year, provided conditions then are favorable to such extended vacation.

Section 4:

Vacation may be requested by the regular full time mechanic during periods when school is not in session. The following guidelines will be considered by the employer in approving/denying the vacation request:

- a. Requests will be granted unless they interfere with the operation of the school and/or the district.
- b. If the nature of the work necessitates limiting the number of regular full time mechanics on vacation at the same time, the regular full time mechanic with the greater amount of seniority shall be given the choice of vacation period.

A regular full time mechanic may request vacation during the school year when he/she has been denied vacation for reasons cited in "a" or "b" or for other extenuating circumstances. Approval/denial will be at the discretion of the superintendent or designee but will not be unreasonably denied.

Section 5:

All regular full time mechanics may accumulate a maximum carryover of 20 vacation days.

ARTICLE XII
DISCIPLINE AND DISCHARGE

Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension, demotion, and discharge.

The amount of discipline shall be determined based on the facts in that particular case. Discipline shall only be for just cause.

If a supervisor has reason to reprimand an employee it shall be done in private if possible.

Documentation of oral and/or written reprimands will be removed from an employee's personnel file two (2) years after placement provided no additional problems are documented during that two (2) year time period.

Documentation of a suspension will be removed from an employee's personnel file four (4) years after placement provided no additional problems are documented during that four (4) year time period.

The employee and his steward will be notified in writing that the employee has been suspended or discharged. Notice to the employee and the union steward under this Article shall be by certified mail to the last known address, return receipt requested.

Any employee suspended or discharged who desires to grieve shall request in writing a hearing before the Board of Education at Step 3 of the Grievance Procedure within five (5) days of the occurrence.

ARTICLE XIII
CHECK-OFF

Section 1:

The employer agrees to deduct the Union Membership dues and PEOPLE contributions once each pay period from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to AFSCME Council 31 by the 10th of the succeeding month, after such deductions are made. This authorization shall be irrevocable during the term of this Agreement.

Section 2:

The Union agrees to indemnify and hold the District harmless against any claims and/or suits which may arise as a result of action taken by the District in checking off dues.

ARTICLE XIV
UNION SECURITY

Section 1: Fair Share Deductions

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names, addresses and social security numbers shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of an increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

Section 2: Religious Exemption

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenants or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Section 3: Notice and Appeal

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 4: Indemnification

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE XV
WORK RULES

The Employer may establish reasonable work rules. The Employer agrees to inform the Union of changes or additions in written work rules and post them on the bus garage bulletin board.

Informing employees: The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing written work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

Enforcing: Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement provided the rules are uniformly enforced.

The Union may grieve disciplinary action that is alleged to be due to an unreasonable work rule.

ARTICLE XVI
WAGES

Section 1:

Employees shall be compensated in accordance with the wage schedules attached to this agreement and marked as follows:

Attachment A: Hourly Wage Schedule for Bus Drivers (2009-2013)
Attachment B: Hourly Wage Schedule for Mechanics One (2009-2013)
Attachment C: Hourly Wage Schedule for Mechanics Two (2009-2013)
Attachment D: Hourly Wage Schedule for Monitors (2009-2013)

Section 2: Steps

New employees shall be at Step 1 on the salary schedule. The first step advancement for new employees shall be to Step 2 on July 1 of the first year in which the new employee has completed at least six months' employment by that date. All other step advancement shall be on July 1 of each successive year.

Section 3: Retroactivity

Employees employed by the Employer on the date of signing of this agreement shall receive retroactive pay as noted on the salary schedules.

Section 4: Electronic Deposit

Effective with the implementation of this agreement, all employees represented by the agreement will begin to receive payment of wages through electronic deposit processing.

ARTICLE XVII
TEMPORARY ASSIGNMENTS

Assignment of an employee to work six (6) or more hours daily, which assignment is designated by the Employer as a temporary assignment, shall not entitle an employee to benefits under this agreement other than the payment of wages, sick leave as provided in Article XX, and bereavement as provided in Article XXII.

ARTICLE XVIII
HOLIDAYS

Section 1:

Employees who work 6 or more hours daily will receive holiday pay for holidays. The day prior to and immediately following a holiday must be worked or a doctor's excuse presented in order to receive holiday pay. Employees shall be paid for the following regular or special holidays if they occur during their period of employment:

Labor Day	Day before or after New Year's
Columbus Day	Martin Luther King Day
Veteran's Day	Lincoln's Birthday
Thanksgiving Day	Casmir Pulaski Day
Day after Thanksgiving Day	Floating Holiday (a Monday or
Christmas Day	Friday during Spring Break)
Day before or after Christmas	Memorial Day
New Year's Day	Fourth of July

If any day is abolished as an Illinois school holiday, it will not be used as a District holiday. If the employer uses a waiver for a day listed above as a holiday, it shall immediately cease being used as a district holiday and the terms of this Article XVIII, Section 1 shall no longer apply to such day but the Employer shall designate another day as a holiday. If a day is added as an Illinois school holiday, it will be added as a district holiday until such time as a waiver is obtained.

Section 2:

If a holiday occurs during an employee's vacation period, the vacation is extended by the number of holidays occurring during that vacation period. If a holiday listed above falls on a weekend (Saturday and/or Sunday) and school is not in session on the Thursday or Friday preceding the holiday, or the Monday or Tuesday following the holiday, employees shall receive the preceding Thursday and/or Friday or following Monday and/or Tuesday off as a vacation day. Whenever a vacation day is provided on a preceding Thursday and/or Friday or following Monday and/or Tuesday as compensation for a holiday date that falls on a weekend, that holiday date/s then cease/s to be considered a holiday date/s and no holiday pay will be provided for works performed on the weekend date/s. Regular overtime compensation (1 1/2 the regular hourly rate of pay) will be provided for work performed on the weekend if hours for the work week have exceeded 40 hours of work.

If Lincoln's Birthday (if the employer does not use a waiver for Lincoln's Birthday) or Veteran's Day falls on a weekend, no compensation or time off will be granted.

In instances where employees are requested to work on a holiday, they will receive two and one half (2 1/2) times their regular pay per hour.

If a holiday occurs during an employee's vacation period, the vacation is extended by the number of holidays occurring during that vacation period. If a holiday listed above falls on a weekend (Saturday or Sunday) and school is not in session on Friday or Monday preceding or following the holiday, employees shall receive the preceding Friday or following Monday off as a vacation day, but if school is in session on Friday and Monday no time off is granted. In instances where employees are requested to work on a holiday, they will receive two and one-half (2 1/2) times their regular pay per hour.

ARTICLE XIX
HEALTH INSURANCE AND PENSIONS

Section 1:

This Article XIX only applies to employees who work six (6) or more hours daily.

Section 2:

Employees shall pay at least \$10 per month for single (S) coverage and \$25 per month for family (F) coverage. This monthly contribution will be included in the employee portion of the cost-sharing formula. The Board's contribution shall be capped at the amount the Board paid during the previous school year. Premiums above that amount shall be paid according to the following cost-sharing formula:

1. 75% Board and 25% Employee for single (S) coverage
2. 50% Board and 50% Employee for family (F) coverage
3. 60% Board and 40% Employee for single plus one (S+1) coverage

The Board agrees to continue in force the present medical insurance plan and to pay the monthly premium for such plan.

A. The following provisions will be continued:

1. A Prescription Drug Card.
2. Maintain a wellness program;
3. Vision benefits as provided;
4. Except as modified by the District Insurance Committee with the approval of the Association/Union and the Board or as otherwise provided herein, the level of the current benefits or practices relating thereto covering all insurance provisions in Article XI-Section A of the current EMEA contract shall be maintained.

B. Benefits may be changed only by mutual agreement between the Board and the Association/Union.

Section 3:

The Board will continue to provide a Salary Protection Plan for those full-time employees who do not desire to participate in the present medical insurance plan.

Section 4:

The Board will provide term life insurance which will provide seven thousand five hundred (\$7,500) dollars coverage for each full-time employee.

Section 5:

Major Medical and Group Hospitalization Program: Disability payments shall be increased to twelve (\$12.00) dollars.

Section 6:

Full-time Employees may continue the health policy beyond retirement at the group rates unless automatically covered by Medicare.

Section 7:

Full-time Employees may purchase additional term life insurance at a reduced rate if the minimum percentage of participants required by the current carrier is met.

Section 8:

The Association/Union-Board Insurance Task Force will review and redesign, if necessary, the insurance plan benefit levels.

Section 9:

The Board shall continue a Flexible Spending Account (FSA). The Board shall pay administrative costs to initiate the FSA, and each participating Employee shall contribute a maximum of two dollars (\$2.00) per month. The FSA implemented shall include accounts for all non-reimbursed medical/dental/optical expenses, including insurance premium, and for dependent care; however, the two dollars (\$2.00) per month contribution shall not apply to Employees electing only to tax-shelter insurance premiums.

Section 10:

During the term of this agreement, any health insurance benefits and costs offered to the EMEA will be provided to the employees covered by the agreement also.

ARTICLE XX
SICK LEAVE

Section 1:

This Article only applies to those employees who are employed on a nine (9) or more month basis. Sick leave benefits shall be paid for days of absence due to personal illness. Sick leave shall be interpreted to mean personal illness and or serious illness in the immediate family or household. For the purposes of this Article, immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law or legal guardians.

Section 2:

Employees scheduled to work six (6) or more hours per day will be entitled to fifteen (15) days of sick leave per year. Employees scheduled to work less than six (6) hours per day, but six hundred (600) or more hours per year shall be entitled to ten (10) days of sick leave per year. Employees hired after the beginning of the school year shall be advanced sick leave pro rated to the end of the fiscal year at a rate of 1.25 days per month worked. Employees terminated during the year shall reimburse the district for sick leave used but not earned. Employees may accumulate sick leave with no limit on accumulation except employees hired after the effective date of this contract (August 28, 1996) are limited to a maximum accumulation of one hundred-eighty (180) days.

Section 3:

Upon retirement and immediately drawing IMRF pension, employees with twelve (12), or more, years of service to the district may receive pay for one-fourth (1/4) of their accumulated sick leave at their regular rate of pay at the time of retirement or they may use these days as additional service credit with IMRF.

ARTICLE XXI
PERSONAL BUSINESS DAYS

Section 1:

All employees who work six (6) or more hours shall receive a leave equivalent of three (3) full days or six (6) half days per year for personal business and or for an emergency. All employees who work four (4) hours shall receive a leave equivalent to two (2) full days or four (4) half days per year for personal business and or for an emergency.

An application requesting permission to be absent for reasons of a personal nature must be made in writing to the Superintendent or designee, at least four (4) work days in advance of the day of the expected absence. When such written application cannot be made within these limits, verbal permission may be given by the Superintendent or designee, with written notice to be sent by the employee within two (2) work days after his/her return to work. Violation of these provisions will result in loss of pay for absence. Personal leave may be granted to transact personal matters or legal business which cannot be handled on a day other than a school day. The employee shall not be required to state a reason for the use of personal leave. Days during the first five (5) days and last five (5) days of the school year and the day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal day unless in the judgment of the Superintendent, or designee, valid reason for granting a personal leave day exist. An Absence From Duty Form should be filled out and turned in to the Director of Transportation for these days off. Unused Personal Business Days shall be added to the employee's accumulated sick leave annually.

ARTICLE XXII
BEREAVEMENT

Section 1:

In the case of death in the family of regularly-employed employees, a maximum of five (5) days absence annually shall be allowed at full pay. Any time required beyond five (5) days annually shall be limited to three (3) days per occurrence which may be assessed against the employee's accumulated sick leave or be received without pay.

Section 2:

In the case of bereavement, family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents in law, brothers in law, sisters in law or legal guardians. In case of death of a friend or a relative not defined as family, employees who work six or more hours per day shall be entitled to a maximum of one (1) day of absence annually with full pay. An Absence From Duty Form must be completed for each absence.

ARTICLE XXIII
LEAVES FOR EXTENDED PERIODS OF TIME

Section 1:

A leave of absence, without pay, shall be granted by the Board of Education for serious illness or injury for up to six (6) months if the employee requests such leave in writing within fourteen (14) calendar days after the use of available paid leave. An employee who has been granted a leave of absence, shall be reinstated to a position of equal status to which employed at the time the leave was granted. Seniority shall not accrue during a leave of absence under this Article. Notwithstanding any other provision of this agreement, the Employer has the right to use non-bargaining unit employees to substitute for absences under this Section.

ARTICLE XXIV
SAVINGS CLAUSE

Section 1:

Should any article, section, or portion thereof, of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction.

ARTICLE XXV
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject 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. Therefore, the Employer and the Union for the life of this agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to, or covered by this agreement.

ARTICLE XXVI
AMENDMENT AND MODIFICATION

Section 1:

It is understood and agreed that this contract shall not be varied or amended by oral agreement or by custom or practice, and may only be amended or modified by written agreement signed by both parties. The failure of any party at any time or from time to time to exercise any right under this agreement or to insist upon strict compliance with its provisions will not effect the right of either party to exercise any right or insist upon strict compliance thereafter.

Section 2:

Past practices shall not be raised as an issue or argument in a grievance or arbitration by any party.

Section 3:

- A. For the purpose of determining eligibility for benefits, only hours worked performing bargaining unit work shall be included. Hours worked outside the bargaining unit shall not be included. For example, an employee scheduled to work less than six hours per day doing bargaining unit work shall not be entitled to benefits for which an employee must be scheduled to work six or more hours per day.
- B. The exceptions to Article XXVI, Section 3 (A) are as follows:
 - 1.) For employees who work six (6) or more hours daily due to performing bargaining unit work and work outside the bargaining unit, the employer shall pay the employer's share of the single employee health insurance premium.

Section 4.

Benefits for which both employees regularly scheduled to work six hours per day and employees regularly scheduled to work four hours per day are eligible shall be paid based on the number of regularly scheduled hours the employee works. For example, a six hour employee who is eligible to use a paid sick day shall receive six hours pay for such sick day and a four hour employee who is eligible to use a paid sick day shall receive four hours pay for such sick day.

ARTICLE XXVII
TERMINATION

Section 1:

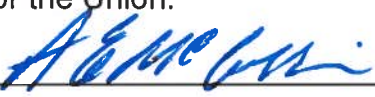
This agreement shall be effective as of the date of signing by the parties and shall remain in full force and effect until the 30 of June, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by May 1 immediately prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall be scheduled by June 1 immediately prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2:


In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

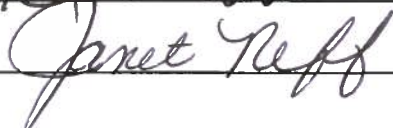
In witness whereof, the parties hereto set their hands this 26th day of June, 2013.

For the Union:



For the Employer:





ATTACHMENT A
 TRANSPORTATION DEPARTMENT DRIVER
 SALARY SCHEDULE

Step	2013-2014	2014-2015	2015-2016	2016-2017
1	\$15.58	\$15.90	\$16.21	\$16.54
2	\$15.77	\$16.08	\$16.41	\$16.73
3	\$15.97	\$16.28	\$16.61	\$16.94
4	\$16.16	\$16.48	\$16.81	\$17.15
5	\$16.37	\$16.69	\$17.03	\$17.37
6	\$16.56	\$16.89	\$17.23	\$17.58
7	\$16.77	\$17.10	\$17.45	\$17.79
8	\$16.96	\$17.30	\$17.65	\$18.00
9	\$17.17	\$17.51	\$17.86	\$18.22
10	\$17.39	\$17.73	\$18.09	\$18.45
11	\$17.59	\$17.94	\$18.30	\$18.67
12	\$17.80	\$18.15	\$18.52	\$18.89
13	\$18.01	\$18.37	\$18.74	\$19.12
14	\$18.23	\$18.60	\$18.97	\$19.35
15	\$18.44	\$18.81	\$19.18	\$19.57
16	\$18.65	\$19.03	\$19.41	\$19.80
17	\$18.90	\$19.28	\$19.66	\$20.06
18	\$19.13	\$19.51	\$19.90	\$20.30
19	\$19.36	\$19.75	\$20.15	\$20.55
20	\$19.59	\$19.98	\$20.38	\$20.79

2013-2014 – 3% General Wage Increase

2014-2015 – 2% General Wage Increase

2015-2016 – 2% General Wage Increase

2016-2017 – 2% General Wage Increase

**ATTACHMENT B
TRANSPORTATION DEPARTMENT MECHANIC ONE
SALARY SCHEDULE**

Step	2013-2014	2014-2015	2015-2016	2016-2017
1	\$18.01	\$18.37	\$18.74	\$19.12
2	\$18.29	\$18.66	\$19.03	\$19.41
3	\$18.55	\$18.92	\$19.30	\$19.69
4	\$18.85	\$19.23	\$19.61	\$20.00
5	\$19.14	\$19.52	\$19.91	\$20.31
6	\$19.44	\$19.82	\$20.22	\$20.63
7	\$19.73	\$20.13	\$20.53	\$20.94
8	\$20.04	\$20.44	\$20.85	\$21.27
9	\$20.35	\$20.76	\$21.18	\$21.60
10	\$20.67	\$21.09	\$21.51	\$21.94
11	\$20.97	\$21.39	\$21.82	\$22.25
12	\$21.29	\$21.72	\$22.15	\$22.59
13	\$21.64	\$22.07	\$22.51	\$22.96
14	\$21.97	\$22.41	\$22.86	\$23.31
15	\$22.29	\$22.73	\$23.19	\$23.65
16	\$22.65	\$23.10	\$23.56	\$24.04
17	\$22.99	\$23.45	\$23.92	\$24.40
18	\$23.35	\$23.82	\$24.29	\$24.78
19	\$23.71	\$24.18	\$24.67	\$25.16
20	\$24.08	\$24.56	\$25.05	\$25.56

2013-2014 – 3% General Wage Increase

2014-2015 – 2% General Wage Increase

2015-2016 – 2% General Wage Increase

2016-2017 – 2% General Wage Increase

**ATTACHMENT C
TRANSPORTATION DEPARTMENT MECHANIC TWO
SALARY SCHEDULE**

Step	2013-2014	2014-2015	2015-2016	2016-2017
1	\$24.08	\$24.56	\$25.05	\$25.56
2	\$24.44	\$24.93	\$25.43	\$25.94
3	\$24.81	\$25.31	\$25.82	\$26.33
4	\$25.18	\$25.69	\$26.20	\$26.72
5	\$25.55	\$26.07	\$26.59	\$27.12
6	\$25.95	\$26.46	\$26.99	\$27.53
7	\$26.33	\$26.85	\$27.39	\$27.94
8	\$26.73	\$27.26	\$27.81	\$28.36
9	\$27.12	\$27.66	\$28.22	\$28.78
10	\$27.52	\$28.07	\$28.63	\$29.21
11	\$27.96	\$28.52	\$29.09	\$29.68
12	\$28.37	\$28.93	\$29.51	\$30.10
13	\$28.80	\$29.37	\$29.96	\$30.56
14	\$29.23	\$29.82	\$30.41	\$31.02
15	\$29.65	\$30.25	\$30.85	\$31.47
16	\$30.12	\$30.72	\$31.33	\$31.96
17	\$30.56	\$31.17	\$31.79	\$32.43
18	\$31.02	\$31.64	\$32.28	\$32.92
19	\$31.50	\$32.13	\$32.77	\$33.43
20	\$31.95	\$32.59	\$33.24	\$33.91

2013-2014 – 3% General Wage Increase

2014-2015 – 2% General Wage Increase

2015-2016 – 2% General Wage Increase

2016-2017 – 2% General Wage Increase

**ATTACHMENT D
TRANSPORTATION DEPARTMENT MONITOR
SALARY SCHEDULE**

Step	2013-2014	2014-2015	2015-2016	2016-2017
1	\$10.41	\$10.62	\$10.83	\$11.05
2	\$10.51	\$10.72	\$10.93	\$11.15
3	\$10.57	\$10.78	\$10.99	\$11.21
4	\$10.66	\$10.87	\$11.09	\$11.31
5	\$10.76	\$10.98	\$11.20	\$11.42
6	\$10.86	\$11.07	\$11.29	\$11.52
7	\$10.96	\$11.18	\$11.40	\$11.63
8	\$11.06	\$11.28	\$11.51	\$11.74
9	\$11.15	\$11.38	\$11.61	\$11.84
10	\$11.26	\$11.48	\$11.71	\$11.95
11	\$11.35	\$11.58	\$11.81	\$12.05
12	\$11.46	\$11.69	\$11.93	\$12.17
13	\$11.57	\$11.80	\$12.03	\$12.27
14	\$11.66	\$11.89	\$12.13	\$12.37
15	\$11.76	\$12.00	\$12.24	\$12.48
16	\$11.88	\$12.11	\$12.36	\$12.60
17	\$11.98	\$12.22	\$12.46	\$12.71
18	\$12.09	\$12.33	\$12.58	\$12.83
19	\$12.20	\$12.44	\$12.69	\$12.94
20	\$12.31	\$12.55	\$12.81	\$13.06

2009-2010 – 3% General Wage Increase effective January 1, 2010; Step Increases retroactive to July 1, 2009. General wage increase retroactive to January 1, 2010.

2010-2011 – 2% General Wage Increase

2011-2012 – 2% General Wage Increase

2012-2013 – 2% General Wage Increase