

AGREEMENT

BETWEEN

THE TRANSPORTATION JOINT AGREEMENT

**COMMUNITY HIGH SCHOOL DISTRICT #155
COMMUNITY CONSOLIDATED SCHOOL DISTRICT #47
CRYSTAL LAKE, ILLINOIS**

and

**TEAMSTERS LOCAL UNION NO. 731
IB OF T**

Affiliated with The International Brotherhood of Teamsters

July 1, 2009 through June 30, 2012

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ARTICLE I - RECOGNITION

The Transportation Joint Agreement is hereinafter known as TJA. TJA represents Community Consolidated School Board #47 and Community High School Board #155, and recognizes the Teamster Local 731, as the sole and exclusive bargaining representative for all regularly employed bus drivers and bus attendants employed by the TJA, excluding all supervisory, managerial, confidential, and short term personnel, support personnel exclusive of all regularly employed bus drivers, teachers and students as defined by the Illinois Educational Labor Relations Act.

ARTICLE II - ASSOCIATION AND EMPLOYEE RIGHTS

2.1 Dues

A. A member may authorize dues deductions by annually presenting an authorization card to the TJA payroll designee on or before September 1st, or the first of any month thereafter for new employees. The TJA shall deduct from the pay of each member, the dues of the Teamsters. The amount specified by the Teamsters will be deducted from the employee's paycheck.

B. Such authorization shall not be revocable for a period that is the lesser of one (1) year or the remainder of the term of this Agreement. If a member resigns prior to termination of the effective period of the then current authorization, the TJA shall deduct the dues for the month in which the resignation takes place from the employee's last check.

C. All dues deducted by the TJA shall be remitted to the treasurer of the Teamsters, no later than fifteen (15) days after such deductions are made.

D. The Teamsters shall indemnify and hold harmless the TJA from any and all claims, demands, suits, and costs, incurred in connection with any such claim, demand, suit, resulting from any reasonable action taken or omitted by the Employer for the purpose of complying with the provisions of this Section. The TJA shall be allowed to select their own counsel.

2.2 SCHOOL MAIL

The Teamsters will be able to use the school mail system to communicate. The Teamsters will assume responsibility for all Teamsters materials distributed pursuant to this article.

2.3 FACILITIES-EQUIPMENT

The duly authorized representatives of Teamsters will be able to use school facilities and/or Transportation facilities for meetings and use the TJA copy machine for Teamster business, provided the proper administrator has been contacted in advance of the use.

2.4 BULLETIN BOARDS

One bulletin board, (3'X5'), shall be placed in the drivers' room exclusively for the use of the Teamsters. The Teamsters will assume responsibility for all materials distributed pursuant to this article.

2.5 PHOTO IDENTIFICATION CARD

Each employee will be provided with a photo identification card that clearly states that the employee is employed by the TJA, provides the driver's first name. Employees, while on the job, must wear their I.D. card. Replacement I.D. cards will be provided by TJA as needed.

2.6 ASSOCIATION REPRESENTATIVES

The Teamsters shall notify the TJA board in writing of the officials representing the Teamsters.

2.7 COMMUNICATIONS

All communications from the TJA shall be directed to the Teamsters.

Regular TJA Advisory Board meetings will be posted on the board in the driver's room indicating date, time, and place at least 48 hours prior to the meeting. This does not preclude the TJA Advisory Board from conducting an

emergency meeting if the need arises. Posting should be as soon as TJA becomes aware of the necessity of having an emergency meeting.

2.8 RECOGNITION

All representatives designated by the President of Teamsters Local Union No. 731 shall be recognized as agents of the Teamsters in representing drivers and bus attendants.

ARTICLE III - MANAGEMENT RIGHTS

3.1 GENERAL RIGHTS

Except as otherwise expressly and specifically limited by the terms of this Agreement and the Law, the Employer retains all its customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer. The TJA as employer shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees. The TJA, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours, terms and conditions of employment as well as the impact thereon upon request of the Teamsters.

3.2 EMPLOYEE DUTIES

It shall be the duty of all employees covered by this agreement to comply with all work rules and regulations issued by the TJA.

3.3 SUPERSEDING AGREEMENT

This Contract shall constitute the full and complete understanding between the parties. The agreements made in this Contract supersede and cancel all previous contracts and agreements (both verbal and written) between the Employer and the individual Employee or Teamsters Local 731.

ARTICLE IV - NEGOTIATIONS

4.1 DISTRIBUTION

Within forty-five (45) days after the Agreement has been signed, a typed copy of the ratified agreement shall be provided to the Teamsters Local 731 and all covered employees. The document shall be printed and collated at the expense of the TJA. TJA will provide copies to new employees within ten (10) working days of employment.

4.2 DUTY TO NEGOTIATE

The parties shall commence bargaining for a successor agreement on or before February 1 of the last year of the Agreement.

4.3 MEDIATION

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to the Agreement requests mediation. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. Each party shall pay for their own cost associated with mediation.

ARTICLE V - GRIEVANCE PROCEDURE

5.1 PRINCIPLES

All TJA employees covered by this contract shall have the right to present grievances in accordance with these procedures, with or without representation. The grievant is allowed representation of his/her choosing at any step of the process. Before a grievance is filed, a sincere attempt should be made to resolve any differences informally between the aggrieved and the Transportation Director or his/her designee who would address the grievance.

Nothing contained in this section or elsewhere in this agreement shall be construed to prevent TJA employees covered by this contract from discussing a problem informally with the administration and having it adjusted without intervention or representation from the Teamsters. The Teamsters will be notified in writing of any and all agreements made and/or alleged violations as described by any TJA employee covered by this contract.

All TJA employees covered by this contract who participate in these grievance procedures shall not be subject to reprisal because of such participation. All TJA employees covered by this contract have a right to be represented in the grievance procedure by the Teamsters Local 731.

Hearings and conferences under this procedure shall be conducted at a time and place mutually acceptable to both parties. The location shall afford a fair and reasonable opportunity for all persons, including witnesses, and will be held insofar as possible after regular driving hours or during non-driving time of all TJA employees covered by this contract involved. Any investigation or other handling of any grievance by the grievant or the Teamsters shall be conducted so that no interference or interruption of the work day or related activities will occur. Meetings scheduled for grievance hearings will be held after employee work hours. If management chooses to call a grievance meeting/hearing during employee's work hours, the employee and one Teamster representative will not lose any pay.

5.2 DEFINITION

A grievance shall mean only a complaint pertaining to the specific provisions of this Agreement. Any TJA employee covered by this contract shall have the right to present grievances in accordance with the following procedures. The written information contained in the filed grievance shall include:

- (A) A description of the specific grounds of the grievance using names, times, dates and places necessary for a complete understanding of the alleged grievance.
- (B) A listing of the alleged contract Agreement provisions violated.
- (C) A listing of specific actions requested of the Administration which will remedy the grievance.
- (D) The filing date and the signature of the grievant filing the grievance.
- (E) Upon written request, management and/or the TJA Board shall provide the Teamsters copies of pertinent documents (allowed by law) relevant to processing of the grievance. The Teamsters will receive all information within six (6) working days.

5.3 PROCEDURES

STEP ONE - An attempt shall be made to resolve any grievance in informal verbal discussion between the TJA employee(s) covered by this contract and the Director of Transportation or his/her designee within fifteen (15) working days after the TJA employee(s) covered by this contract has reasonable knowledge of the event giving rise to the grievance. Management will respond to the grievant, grievant representative, the Teamsters within five (5) working days from the date of the initial informal verbal discussion. The Teamsters will receive a written copy of all correspondence relating to the informal grievance decision

STEP TWO - If the grievance cannot be resolved satisfactorily at Step One, the grievant or the Teamsters shall file the grievance, in writing, dated and signed by the grievant or the appropriate Teamster representative with the Director of Transportation within ten (10) working days. The written grievance must state the nature of the grievance, the specific clause or clauses of the agreement allegedly violated, and the remedy requested. The Director of Transportation shall make a determination and communicate it in writing to the grievant, grievant representative, the Teamsters and the 47/155 Superintendent(s) or their designees within ten (10) working days. There shall be no expansion of the grievance after this step. In the event that any material information relating directly to this grievance becomes known after this step, it may be submitted as additional information in succeeding steps.

STEP THREE - In the event the grievance has not been satisfactorily resolved in Step Two, the grievant, grievant representative or the Teamsters shall file a copy of the grievance within ten (10) working days with the administrative district's Superintendent. Within ten (10) working days after such written grievance is filed, the grievant, representative of the grievant if desired, the Director of Transportation, and the administrative district's Superintendent or designee, shall meet to resolve the grievance. The administrative district's Superintendent or designee shall file an answer within ten (10) working days of the third step meeting and communicate it in writing to the grievant, the Director of Transportation and the Teamsters. The TJA Board and/or the school board(s) will also be notified in writing.

STEP FOUR - If the grievance is not resolved at Step Three, then the grievant or the Teamsters may refer the grievance to the TJA Advisory Board within ten (10) working days after Step Three to be heard at a formal hearing. The TJA Advisory Board, at the next regularly scheduled meeting, will conduct the formal hearing after receipt of the request. Each party shall have the right to include in its representation such witnesses and counselors, as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the formal hearing, the TJA Advisory Board shall have ten (10) working days in which to provide a written decision, with reasons, to the grievant and the Teamsters.

STEP FIVE - If the grievant or the Teamsters is not satisfied with the disposition of the grievance in Step Four, the grievant, or the Teamsters may submit the grievance to final and binding arbitration through the American Arbitration Association (AAA) which shall act as administrator of the proceedings. If a demand for arbitration is not filed within fifteen (15) working days of the date of the Step Four answer, the grievance shall be deemed withdrawn with prejudice. By mutual agreement any decision by an arbitrator shall not alter any terms of this agreement.

5.3.1 ARBITRATORS FEES

The fees and the expenses of the arbitrator shall be shared equally (50/50) by both TJA and the Teamsters.

5.3.2 POSTPONEMENT FEES

If one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

5.3.3 GRIEVANCE FILES

The information shall not be disclosed without the employee's prior knowledge and consent. Upon completion of all grievance procedures concerning the employee's specific grievance, the information concerning the grievance and the resolution of said grievance shall be placed in the employee's personnel file.

5.3.4 ARBITRATOR'S GUIDELINES

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement and shall have no authority to make a decision on specific issues not so submitted or raised. If the arbitrator determines that there has been a violation he/she shall have the authority, consistent with the terms of this agreement, to provide for appropriate relief. The decision of the arbitrator shall be final and binding on the TJA and the Teamsters, and the grievant.

5.3.5 EXTENDING TIME LINES

Nothing prohibits the parties from mutually agreeing to extending and/or waiving time lines. All extension requests will be provided to the other party in writing.

5.3.6 DISMISSAL

A failure to strictly follow the procedures by the grievant except as provided in subsection 5.3.5 shall result in dismissal of the grievance.

5.3.7 DOCUMENTS

Documents pertaining solely to the grievant shall be kept in a separate file and treated in a confidential manner. The information shall not be disclosed without the employee's prior knowledge and consent. Upon completion of all grievance procedures concerning the employee's specific grievance, the information concerning the grievance and the resolution of said grievance shall be placed in the employee's personnel file.

ARTICLE VI - ASSIGNMENTS AND WORKING HOURS

6.1 DEFINITIONS

6.1.1a Bus Drivers: An employee of TJA who drives a bus for the transportation of students.

6.1.1 b Assigned Substitute Bus Driver: An employee who is available for all assignments including routes, field/athletic trips, and miscellaneous driving duties, during scheduled A.M. and/or Mid-day, and /or P.M. time periods. Assigned Substitute positions will be posted each year. Any additional assigned substitute positions that management feels may be needed in the future will be posted.

6.1.1c Available Substitute Bus Driver: A driver acting in a substitute driving capacity not defined in 6.1.1 b

6.1.1 d Drivers: as defined in section 6.1.1 a, b & c may be allowed to change status only one time during the regular school year.

6.1.1e. Classification: The set(s) of route(s) that have been bid on and awarded, defines the driver's classification during the regular school year. This will not affect those drivers grand fathered under Section 6.4.3 – #6.

6.1.1f. Special Education Attendant: **An employee of TJA who assists the bus driver in loading/unloading passengers and management of passengers. Bus Attendants shall perform all attendant duties including, but not limited to, kindergarten help and summer school.**

6.1.1g. Attendant: **1.) A.M. – P.M. Routes including Mid Day routes for attendants, will be bid by seniority. 2.) Whenever a position for an attendant is posted, it shall be assigned to an attendant only, until all attendants are assigned.**

6.1.2 Assignments / Additional Duties

6.1.2a Regular Education Route: The scheduled act of picking up and/or delivering students to one or more destinations for regular education purposes during the regular school term as defined by District #47 and District #155.

6.1.2b Special Education Routes: The scheduled act of picking up and/or delivering students that are scheduled special education qualified, to one or more destinations.

6.1.2c Shuttles: School to school or school/s to destination/school.

6.1.2.d Mid-Day Assigned Substitutes-. Assigned Substitute positions will be posted each year. To be awarded this assignment, the driver must be qualified to drive regular and special education routes. Any additional assigned substitute positions that management feels may be needed in the future will be posted.

6.1.2e Field/Athletic Trips: District #47 and/or District #155 activities that require transportation of students different from transporting students to and from school for the regular school day.

6.1.2f Miscellaneous Driving Trips: Transportation of students and/or adults for outside organizations (e.g.; Park District, YMCA, Scouts, etc.)

6.1.2g Summer Routes: The scheduled act of picking up and/or delivering students to one or more destinations for regular education and/or special education purposes during the summer term as defined by District #47 and District #155.

6.1.2h Additional Duties: Activities not related to the direct transportation of students. These additional duties are:

- 1) Drop off and/or pick up of buses.
- 2) Painting, washing, seat repair, and cleaning of buses.
- 3) Cleaning around the TJA site.
- 4) Safety Lane Inspections.
- 5) Summer Mapping/Routing.
- 6) Observing the assignment of trips
- 7) Cleaning car seats and fabric seats of buses
- 8) Bus inspections (first aid kits, body fluid kits, etc.)

An availability list will be posted (and left posted) for the jobs listed in this section 6.1.2 h of the contract. Assignments will be made *in a continuous rotating manner* based on the number of hours worked in the week *including routes, trips, training, misc.*, with consideration given to seniority. In an emergency, the most senior driver present in the driver's room will be used for these additional duties.

6.1.2.i Training:

1. Driver/**Attendant** Trainer

6.2 BIDDING ON ROUTES

6.2.1 Keeping Routes:

By the last working day in May, Drivers must notify, via a form from management, of their intent to retain their present route assignment. If the Director of Transportation determines reasonable cause exists for denial, the employer will send tentative written notification no later than August 1st.

6.2.2 Posting of Routes

6.2.2a Unassigned Route(s): Routes that have not been requested by the previous year's driver and assigned by the Director of Transportation per the "Keeping Routes" section of the contract and new routes that have been established. No later than two (2) weeks prior to the August driver's meeting, all available unassigned routes shall be posted for bidding and shall remain posted until 5:00pm the day of the driver meeting, at which time bidding shall be completed. All maps for the unassigned routes shall be available for drivers to review at this time. Management reserves the right to package routes. On the first day of school, all unassigned routes will become vacant routes. Last minute changes outside of TJA control will be discussed with the Teamsters prior to posting.

6.2.2.b Splitting Route(s): A route split is defined when management must add a route to an existing route due to boundary change and/or add a route to an existing route because of time constraints or an excess of students on a given route. In these cases management will offer first choice to the present driver of said routes. The other newly created route will be posted as per 6.2.2a Unassigned Routes. If management decides a new grid needs to be created (several routes dissolved and new routes created) the drivers involved will be offered their choice by qualification and seniority. If all the involved drivers receive a route and if there are any newly created routes still available, those routes will be posted as per 6.2.2a Unassigned Routes.

6.2.2c Vacant Route(s): Routes that remain unassigned as of the first day of school or an established route that becomes available after the regular school term has begun. All vacant routes shall be posted for bidding and remain posted for one (1) work week at which time bidding shall be completed. This will continue to be posted until assigned to a driver at which time the name of the

driver assigned the vacant route will be posted. Everything posted will be awarded. If no bidder, the posting will remain on the board until there is a bidder.

6.2.2d Additional Route(s): If, at the determination of the Director of Transportation, an additional pick-up or delivery of (a) student(s) to one or more destinations that adds twenty (20) or more minutes to an existing route it will be posted for bidding and remain posted for one (1) work week, at which time bidding shall be completed. Such assignments shall not be necessarily contingent upon attachments to an existing route. Everything posted will be awarded. Any additional pick-up or delivery of a student(s) to one or more destinations that adds less than twenty (20) minutes within the two (2) hour minimum will be assigned at the discretion of management. If no bidder, the posting will remain on the board until there is a bidder.

6.2.2e Summer Route(s): Summer routes will be posted for bid two (2) weeks prior to the end of the regular school term. These summer routes will remain posted for one (1) work week at which time bidding shall be completed.

6.2.2f Required Posting Information:

- 1) Tentative Start Date
- 2) Tentative End Date
- 3) Estimated Number of Hours Per Day
- 4) Estimated Number of Days Per Week and Per School Year
- 5) Special Instructions, Directions, and Detailed Maps
- 6) Special Bus Requirements
- 7) If a bus attendant is required

6.3 ASSIGNMENTS OF ROUTES

6.3.1 Determination: Routes shall be determined on the basis of all qualifications for the position, including skill, knowledge, positive past evaluations, and the willingness to perform the required work. In the event that more than one bidder bids on posted routes and the bidders are equal in skill, knowledge, positive past evaluations, and willingness to perform the required work, then seniority will govern. The employer reserves the right to choose the most qualified candidate in the event of bidding. In the event that no bids are received from qualified employees for a route, the position will be filled at the sole discretion of the employer. These drivers may ride/drive special education routes and regular education routes, only with the approval from TJA management, to make a decision. No pay will be provided for the time spent riding.

6.3.2 Awarding of routes:

Hours: Total of regularly scheduled route hours worked

Classification: regular education, special education or substitutes (6.1.1.)

Seniority: as defined in 10.4.b.

Management will award AM or PM or Mid-day or newly created routes on Regular Education routes to the person that has bid and is:

1. Under 40 hours *Regular Education or Substitutes drivers has to be qualified and *Most Senior * (if nobody then)
2. Under 40 hours * Special Education * has to be qualified and Most Senior (if nobody then)
3. Any *Regular Education or Substitute driver has to be qualified and* Most Senior (if nobody then)
4. Any *Special Education driver has to be qualified and *Most Senior (if nobody then)
5. Will remain posted until someone bids that is qualified or trained.
6. All work must be awarded even if it puts driver over 40 hours.

Management will award AM/ PM or Mid-day or newly created routes on Special Education routes this bid to the person that is:

1. Under 40 hours *Special Education or Substitutes drivers have to be qualified and *Most Senior *(if nobody then)
2. Under 40 hours * Regular Education *driver has to be qualified and Most Senior (if nobody then)
3. Any* Special Education or Substitute* driver has to be qualified and Most Senior(if nobody then)
4. Any *Regular Education driver has to be qualified and * Most Senior (if nobody then)
5. Will remain posted until someone bids that is qualified or trained.
6. All work must be awarded even if it puts driver over 40 hours.

You have the option at the end of the school year to retain your routes: However it is important to remember only AM and PM routes within your classification will be considered available to keep from year to year. All mid-day, kindy, shuttles, and out of classification work will be pulled from your file to be posted for bid the following year.

When the awarded bidder has a conflict of routes, the routing coordinator will contact the awarded bidder to explain the conflict. If the bidder declines the new route the coordinator will award the route to the next qualified bidder.

6.3.3 Mid-Day Routes: To qualify to bid on an available Mid-day route, you must be an A.M. and P.M. driver (A.M. + Mid-day and Mid-day + P.M. drivers are also qualified to bid if they held the position as of the effective date of the July 01, 1999 contract.) **Subs will be incorporated into the bidding process for regular education in seniority order. Qualified subs will be incorporated into the bidding process for special education in seniority order.**

6.3.4 Special Education Summer Routes:

Bidding will consist of two rounds:

The first round of bidding will include all drivers, by seniority, who have driven a special education route from the beginning of the previous school year to November 1st of same year; and continued with a special education route until the end of the school year.

The second round of bidding will include, by seniority, the remaining qualified drivers.

When bidding on summer routes, each driver will choose one set of routes. Each set of routes will not exceed four hours per day except for out of district routes. A driver may not bid on a second set of routes until all interested and qualified drivers have had a chance to bid on a set of routes.

6.3.5 Regular Education Summer Routes: Regular Education (A.M. and P.M.) drivers who had an assigned regular education route before the first day of the school year immediately prior to the summer sessions will bid and be awarded the Regular Education Summer Routes first based on Section 6.3.1 of the contract. Regular Education (A.M. and P.M.) drivers who receive an assigned regular education route after the first day of the school year immediately prior to the summer session will bid and be awarded the Regular Education Summer Routes second based on Section 6.3.1 of the contract. Once all Regular Education drivers who have bid on a route have been assigned, other drivers who have bid on these routes may be assigned per Section 6.3.1 of the contract. In the event that no bids are received from qualified drivers for Regular Education Summer Routes, the positions will be filled at the sole discretion of the employer.

6.4 ASSIGNMENT OF BUSES

6.4.1 Responsibility: The assignment of the buses to drivers is the responsibility of the Director of Transportation.

6.4.2 Keeping Buses: By the last working day in May, Drivers must notify, via a form from management, of their intent to retain their present bus assignment. If the Director of Transportation determines reasonable cause exists for denial, the employer will send tentative written notification no later than August 1st.

6.4.3 Assignment Procedures:

- 1) Drivers may retain their bus from year to year as long as their bus meets route requirements.
- 2) New unused buses are assigned to the most senior drivers who work both A.M. and P.M. routes as long as their bus meets route requirements.
- 3) A driver is assigned to a new unused bus for three (3) years. Drivers who elect to take a new unused bus will not be eligible for one for an additional three (3) years.
- 4) Any driver can turn in his/her bus at any time and select another bus from the pool of available vehicles as long as the selected bus meets route requirements. A driver will be allowed to turn in and select another bus under this provision only one time per school year.
- 5) If a driver accepts a new unused bus and then elects to drive A.M., P.M., or Mid-day only, then the bus will be placed back on the bus availability list.
- 6) **Drivers hired prior to January 1, 2000** who work AM/Mid-day or Mid-day/PM or AM only or PM only routes where they are eligible to bid on a new or new unused bus. If status changed after January 1, 2000, the driver no longer qualifies.
- 7) Special Education buses may be assigned to a route based on the needs of the students. If this is the case, the buses that are suitable for that route will be posted with the route.
- 8) All substitute buses will be listed on the board.

6.5 NOTIFICATION TO TEAMSTER LOCAL 731

By October 1st of each year, a list of Route(s), Route(s) Assignments, and Bus Assignments will be given to the Teamsters Local 731. This list will be updated and presented to the Teamsters Local 731 on February 1st and May 1st.

6.6 MORE THAN ONE ROUTE

During the regular school year, a driver may select more than one route as long as he/she does not exceed 40 hours of route time per week. This does not prohibit the Director of Transportation from requiring drivers to drive more than 40 hours per week in an emergency situation on a temporary basis.

6.7 REASSIGNED ROUTES

Routes may be reassigned at the discretion of the Director of Transportation but not on an arbitrary basis.

6.8 FIELD/ATHLETIC TRIPS AND MISCELLANEOUS DRIVING TRIPS

All drivers are entitled and encouraged to sign for any and all field trips. When the bid sheet comes down (Monday night at 5pm), hours seniority, and qualifications are used to award those trips.

It is important to remember that Kindergarten or Special Education Routes will not be substituted to allow for a trip. Do not sign for a trip that would interfere with your Kindergarten or Special Education mid-day

Route.

In preparation for the awarding process all trips are assigned an estimated total time. This estimate is added to your total hours for the week when you are awarded a trip. Your route hours will be posted on the bid list weekly, so you can properly bid on trips that are in your hour range. If you have additions or subtractions in your weekly hours you need to go to payroll prior to Monday by 5:00 p.m..

First Bid List

The first person on the seniority list with less than **40** hours will be awarded his/her first available choice providing the added trip does not put the driver over **40** hours. Dispatch continues down the seniority list to the next person under **40** hours and awards his/her first available choice. This process continues until every bidding driver has reached a maximum of **40** hours and receives a dot, which indicates the driver is not eligible for additional trips on the initial bid list. Each rotation is done with a different color to show the driver which rotation the trip was awarded. When the initial bid list is exhausted, any unassigned trips or late call-ins will be put on the re-post list.

Re-post

Re-post goes up by 2:00p.m. on Tuesday and comes down Thursday at 10:00 a.m.. The re-post procedure is done the same way as the bid list with the addition that any trips left over will be awarded by seniority on a rotating basis until all numbers (trips) have been exhausted without hours being a factor.

Unawarded/late Call-ins

Trips that were not awarded or received after the re-post, dispatch will ask drivers who have signed "yes" on the availability list. This process will start at the top of the availability list, by seniority, with available hours. Once this process has been exhausted, keeping seniority, hours will not be a factor.

Turned back trips:

If any driver turns back three trips within one calendar month, the driver will not be awarded any trips for the following week.

The availability list will start at the top and move down using seniority and hours to award work. **Dispatch will use the list in a continuing rotation going back to the top only after exhausting all drivers.** Dispatch will attempt to contact drivers who are not in attendance, if updated phone numbers are provided. Once all procedures have been followed, grievances pertaining to unawarded/late call-ins will not be accepted.

6.8.1 Trip Definitions:

- A. Trip List: A sheet consisting of all field/athletic trips and miscellaneous driving trips that begin on any given Sunday and end on the following Saturday.
- B. Drivers' Bid List: This will consist of a list of drivers in seniority order (as defined in 10.4.b) including their route hours for the week and a column for the trip and re-post assignment hours. If there is a schedule change in the week, route hours posted will reflect such change.
- C. Availability List: A list that is posted on the drivers bulletin board that allows drivers to indicate which days of the week that they are available to drive a field/athletic trip and/or a miscellaneous driving trip. This Availability List will be used for all unassigned field/athletic trips and unassigned miscellaneous driving trips. Availability list assignment considerations are based on seniority, hours worked, time frame, and location of drivers proximity to the field/athletic trip and/or miscellaneous driving trip location. The availability list will be used on a rotating basis beginning at the top of the list and proceeding downward until the trip is assigned. Once an employee has selected a trip based on the information provided on the availability list, they will not be eligible for another trip until all employees listed on the availability list have been given a chance to accept or decline a trip. In the event that a trip is rescheduled due to cancellation or postponement, the employee awarded the trip shall have the opportunity to accept or decline the rescheduling of said trip, if within the same work week.
- D. All bids and trip are awarded by the posted estimate of hours.**

6.8.2 Posting: The trip list and the availability list will be posted on the first work day two (2) weeks prior to the start of the field/athletic trip and miscellaneous driving trip activities. Bidding shall begin immediately and continue for one (1) week.

6.8.3 Assignments: The trip list will be removed from the bulletin board on the morning of the first work day one (1) week prior to the start of the field/athletic trip and miscellaneous driving trip activities. Management will assign field/athletic trips and miscellaneous driving trips to those who have bid beginning at the top of the list and proceeding downward and giving consideration to seniority and hours worked until all trips that have received a bid have been assigned. The seniority list (as defined in 10.4.b) will be used on a rotating basis.

Use of Availability List: Any field/athletic trips and miscellaneous driving trips that have not been assigned after the re-posting will be offered to drivers with available hours, based on the Availability List. Management will make contact with the drivers on the availability list and make assignments based on seniority (as defined in 10.4.b), hours worked, time frame, and location of drivers proximity to the trip location. If management has worked their way through the Availability List and there are still field/athletic trips and miscellaneous driving trips unassigned, management **shall begin again at the top of the seniority list, regardless of hours or availability, and ask down the list in seniority order and force up from the bottom of the list of trained drivers. Trainer's hours are to be included in weekly hours for calculation of miscellaneous and last minute trip hours.** The availability list will start at the top and move down using seniority and hours to award work. **Dispatch will use the list in a continuing rotation going back to the top only after exhausting all drivers.** Dispatch will attempt to contact drivers who are not in attendance, if updated phone numbers are provided. Once all procedures have been followed, grievances pertaining to Unawarded/Late Call-ins will not be accepted.

6.8.6 Additional Field/Athletic Trips and Miscellaneous Driving Trips:

Notification Before/During Trip Week: All trips that are received by the TJA office after the original bid list has been posted but before/during the trip week begins will be handled in the following manner:

- 1) Additional trips received during the 1st week of posting will be added to the bid list and all timelines will apply.
- 2) Additional trips received during the initial posting period will be added to the repost list and all timelines will apply.

- 3) Additional trips received more than 48 hours before the trip week but less than 72 hours before the trip week will be subject to the use of the Availability List on a rotating basis.
- 4) Additional trips received less than 48 hours or other emergency during the trip week are to be assigned by the management.

6.8.7 Summer field trips:

The bidding process will be the same process that is used during the TJA #47 and #155 school year. All drivers are eligible to bid, and the bid awards will be based upon:

1. Seniority (as defined in 10.4.b)
2. Hours
3. Trips may not conflict with existing routes or mid-day Routes
4. Drivers are to prioritize their bidding - e.g., number the most desired trip #1, the second most desired trip #2, etc. When you sign your name on the bid sheet, it is your responsibility to prioritize by numbering your choices.
5. You need to sign up on the availability list each bid week, for any chance of last minute trips.

6.8.8 Field/Athletic Trip and Miscellaneous Driving Trip Assignment Cancellations

6.8.8a Weather Related Cancellations: In the event a field/athletic trip or a miscellaneous driving trip is cancelled two (2) hours prior to the time the driver must report for work for that trip, the driver will receive no pay for the trip. If a trip is cancelled in less than two (2) hours prior to the time the driver must report for work for that trip, the driver will receive two (2) hours regular pay unless the trip was to be performed concurrently or consecutively with another assignment.

6.8.8b Non Weather Related Cancellations: In the event a field/athletic trip or a miscellaneous driving trip is cancelled twelve (12) hours prior to the time the driver must report for work for that trip, the driver will receive no pay for the trip. If a trip is cancelled in less than 12 (twelve) hours prior to the time the driver must report for work for that trip, the driver will receive two (2) hours regular pay unless the trip was to be performed concurrently or consecutively with another assignment.

6.9 MINIMUM

6.9.1 Pay: All drivers assigned a route(s), field/athletic trip, and miscellaneous driving trips receive a minimum of two (2) hours regular pay. However, if a route(s), field/athletic trip, and/or miscellaneous driving trips are performed concurrently or consecutively, one (1) two (2) hour minimum applies for all route(s), field/athletic trips, and/or miscellaneous driving duties performed at that time. If a driver reports for duty for a field trip and the District 47 or District 155 school or team fails to show up, the driver will be paid 50% of the hours that were estimated for the trip.

6.9.2 Overnight Trips: All overnight trips will be guaranteed a minimum of ten (10) hours for the day following the night spent.

6.9.3 Between Time: If a route(s), and/or a field/athletic trip, and/or a miscellaneous driving trip begins within thirty (30) minutes of the scheduled end of an employee's regular route, the employee shall be paid for the period between the scheduled end of the route and/or the field/athletic trip, and/or the miscellaneous driving trip and the beginning of the route and/or the field/athletic trip and/or the miscellaneous driving trip. In all such situations, the minimum two (2) hour pay shall not apply.

6.10 HOURS

Work hours are defined as those times that the Director of Transportation determines necessary to start and end an assignment.

6.11 OVERTIME

Overtime shall be defined as all hours actual worked beyond forty (40) hours in one week (Sunday through Saturday). Overtime shall be paid at the rate (not to exceed) one and one-half times (1 1/2) the employees regular hourly rate of pay.

6.12 REPORTING TO WORK

Any employee who is unable to report for work must notify the transportation office/answering service in accordance with established procedure or be subject to disciplinary action up to and including discharge.

6.13 SCHOOL CLOSING

When school closings are deemed necessary, the driver shall be notified by phone of such closing. Those early A.M. route drivers who arrive at the TJA facility and have not been notified of the school closing will be entitled to two (2) hours regular pay.

ARTICLE VII - WORKING CONDITIONS AND PHYSICAL SETTING

7.1 MONITORING RADIO

The TJA shall maintain a procedure whereby monitoring of the driver's radio will be available during regular routes, and extra assignments. Additional procedures will be maintained for the use of cellular phones by the sponsor/drivers out of radio range.

7.2 BUS STALLS

When possible the TJA shall see that all bus stalls are designated. The parking stalls will allow safe entry into the vehicle and adequate maneuvering space for the safe operation of all vehicles in the parking lot.

7.3 RESTROOMS AND DRIVERS' ROOM

- A. The TJA shall provide a drivers' room and adequate restroom facilities. The TJA shall further see that these facilities are maintained. The driver's room will be available on days when school is in session during the office hours. The restrooms will be available during and after work hours.
- B. The TJA will provide a phone for drivers for business use inside the immediate calling area and keep them both in working order.

7.4 PARKING SPACES

TJA will provide parking for private passenger vehicles in the immediate area for all employees during their working hours.

7.5 MONITORING EQUIPMENT

With permission of the TJA board, monitoring equipment may be installed as directed by the Director of Transportation on any TJA vehicle. A driver may request in writing that monitoring equipment be installed on their route. If the drivers' request is granted, the driver may review the tape at any time during which the monitoring equipment is installed in the bus. Administration reserves the right to remove the monitoring equipment at any time.

7.6 REIMBURSEMENT OF OVERNIGHT TRIPS

All drivers of overnight trips will be entitled to reimbursement of expenses for reasonable hotel/motel and meal expenses at the rate of \$85.00 per diem. In the event that facilities are not available at this cost, drivers will be reimbursed for any excess cost. Reimbursement shall be given only after receipts are turned into the office. Special requests for advance hotel and meal money may be made to the Director of Transportation. It is expected that the hotel reservation and payment for a driver on an overnight trip will be the responsibility of the group sponsor. The driver will stay in the housing provided. Each driver will be entitled to an individual room. The driver will be entitled to reimbursement of expenses for reasonable meal costs as per IRS standards. The dispatcher will verify all room arrangements before drivers are sent on an overnight trip.

7.7 LIAISON

A Liaison Committee with equal numbers of management and Teamsters members will be established to discuss mutual concerns that may arise during the school year. This committee shall meet quarterly unless mutually agreed that the meeting is unnecessary. The Director of Transportation and the Teamsters designee will meet one week prior to the meeting to set a mutual agenda. Additional meetings can be held if both parties feel that an issue cannot wait until the regularly scheduled quarterly meeting. TJA will provide agenda and meeting notes to District 47 and District 155.

7.8 BUSES GOING HOME

With prior approval and a copy of approval to the driver from the Director of Transportation or his/her designee, drivers will be allowed to bring buses home.

7.9 DRIVERS CHILDREN ON BUS

With prior approval from the Director of Transportation or his/her designee, non-school age and/or school age children of drivers may be allowed to ride the bus with their parent or other driver designated by that parent to transport them. All pre-school children shall be placed in a driver provided car seat which is held in place by a seat belt as required by law. Failure to provide proper supervision on the bus or at the TJA facility will result in the loss of this privilege for the individual driver concerned. Upon notice to the Teamsters this practice shall be discontinued if it endangers TJA insurance coverage.

7.10 MEDICATION

No medications will be transported by TJA buses unless a student must carry their own medications for emergency life-threatening conditions (i.e.: epi-pen, insulin, inhaler, etc.) in which case a notation will be made on that student's individual school bus route sheet and the regular driver notified.

7.11 LUNCH AND RESTROOM

Drivers will be allowed to stop (while on the clock and working through the afternoon) for restroom or lunch with their bus at any District #155/47 facility. All other stopping places must have the permission of the Director of Transportation and/or designee. In an emergency situation, a driver will use any place needed to use a restroom.

ARTICLE VIII- BUS CONDUCT RULES – VEHICLE OPERATOR/ATTENDANT EMPLOYEE HANDBOOK

8.1 HANDBOOK BUS RULES: STUDENT CONDUCT/BUS EVACUATIONS

The conduct rules shall be contained in the drivers handbook. Each driver shall receive a copy of the current year's handbook at the driver orientation meeting prior to the beginning of the school year. The TJA shall include in the handbook a copy of the rules governing student conduct aboard buses for the current school year. New drivers will be issued a handbook when hired. If changes are made in the handbook, drivers will be notified. All regular education drivers with an assigned route are mandated to perform bus evacuations. The number of evacuations will be determined by District Policy.

8.2 DRIVERS PHONE LIST

Drivers will be given a form via management to be filled out for approval to add that driver's name, phone number, and address to the list. Management will distribute a copy to all drivers.

ARTICLE IX - GENERAL EMPLOYMENT PRACTICES

9.1 APPLICATION PROCEDURES

The employment of all transportation employees shall be executed by the Director of Transportation *or designee* and approved by the Administering Board of Education at their next regularly scheduled meeting.

Once employment is approved, the name, address, and phone number of all newly hired employees will be made available, with employee approval, to the Teamsters Local 731 in a timely manner.

9.2 CONTINUING EMPLOYMENT

After initial employment, the TJA shall annually require successful completion of at least the following at no cost to the employee:

- A. Physical examination, at a clinic/hospital designated by the TJA*.
- B. Drug testing, at a Board-approved facility.
- C. Eye examination, by a Board-approved examiner.
- D. Annual refresher course. The TJA will reimburse each employee for the fee charged for the State mandated annual refresher course at the end of each school year.
- E. Upgrade or renew their CDL. All drivers shall receive reimbursement for the cost to upgrade or renew their CDL after the administrative district's school board meeting immediately following the submission of proof of the upgrade or renewal to the TJA administrative office.

*If in the judgement of the TJA Board, an employee is incapable of fulfilling his/her duties because of illness or injury.

9.3 PROBATIONARY PERIOD

There will be a 90-day probationary period which is counted during the school year (August - June). Probationary drivers are not covered by the grievance and discipline procedures outlined by this agreement until after they have successfully completed their probationary period. The probationary period may be extended an additional 30 days with mutual consent from the Director of Transportation and the driver. At the expiration of the 90 day probation period, the Director of Transportation or his/her designee will prepare a written evaluation of the employee with a recommendation to retain or dismiss. This evaluation shall be discussed with the employee.

9.4 EVALUATION

9.4.1 Annual Evaluation

Each regularly employed driver/*attendant* shall receive an annual evaluation of their performance from the Director of Transportation or his/her designee. This evaluation shall be uniform and in writing.

The Board acknowledges that general desirability of formal evaluation which shall include aspects of the job description, and observations of the employee in the performance of his/her duties. It is understood that at least one observation will occur during the school year (but no later than *May 1st*) and the evaluator will confer with the employee within ten (10) days of any objectionable observation. The employee's job description will serve as the supervisor's guide for the observation, completion of the evaluation form and evaluation conference.

9.4.2 Response

Subsequent to an evaluation, the employee may submit a written response to the evaluation to be placed in the Employee's Personnel file and attached to the evaluation in question.

9.5 Voluntary/Involuntary Termination

Employees will give a two (2) week written notice prior to voluntary termination of their employment. Any termination will be reported in a timely manner to the Teamsters Local 731.

ARTICLE X - SENIORITY, TRANSFERS, AND REDUCTIONS

10.1 SENIORITY

Seniority is defined by the length of an employee's continuous service with the employer since his/her date of hire. An employee not completing the entry probationary period shall not be considered to have seniority. Upon satisfactory completion of the probationary period; however, seniority will be figured from the date of hire. Date of hire shall be defined as the first day a school bus applicant makes himself or herself consistently available to TJA to drive a bus or to begin training to be a TJA school bus driver. This day shall be so noted by way of an entry to the applicant's employment application. Additionally, a specific date along with the specific time the applicant is present and ready to begin training shall be noted. In the event that more than one applicant begins training the same day at the same time, each applicant will receive the same DATE OF HIRE with the date and time of interview determining rank. The first applicant to be interviewed would be ranked most senior for that given day, the second applicant to be interviewed would receive second highest ranking, etc. Should there be a precise match of all ranking criteria, the applicants would then be ranked alphabetically by surname.

10.2 SENIORITY ACCRUAL

- A. Seniority shall accrue on the basis of a 182-day school year.
- B. **Employees shall not accrue seniority during unpaid leaves of absence in excess of 30 days.**
Seniority will resume and continue to accrue when the employee returns to work.

10.3 Termination of Seniority

An employee shall lose all seniority credit in the event of the following:

- A. Voluntary or involuntary termination.
- B. Transfer to a non-bargaining unit position.
- C. An employee fails to give a written notice of an intent to return to work within five (5) days of a notice for a recall, provided that person has been notified by certified mail.
- D. The employee is retired.
- E. The employee has knowingly or intentionally falsified records.
- F. The employee engages in work stoppage or other concerted action against the employer in noncompliance with the IELRB.

10.4 SENIORITY LIST

A. An updated drivers (Hire Date) seniority list shall be posted quarterly (August-June). A copy of the updated list will be presented to the Teamsters at the time of posting.

B. At the beginning of each month, a posting will be made to establish seniority for the month using the criteria as established in Section 10.2.B above, for bidding routes, trips, bus, etc.

10.5 WORK RELATED INJURY

Nothing in this Agreement shall in any way diminish the rights of employees under the Worker's Compensation Act.

10.6 TRANSFER TO NEW POSITION

Any employee transferred to another position in the bargaining unit shall continue to accrue seniority.

10.7 REDUCTION IN FORCE

10.7.1 Layoff

In the event of layoff for any reason except for lockout, employees shall be laid off in the inverse order of their seniority in their classification except for employees with specific skills needed by the employer. All notification requirement will be in compliance with The School Code of Illinois.

10.7.2 Callback

Employees shall be called back from layoff according to seniority. If seniority is equal then the specific skills needed by the employer shall govern callback.

10.7.3 Failure To Respond

Employees who have been offered re-employment and who have declined per the provisions of this contract shall be removed from the recall list and have no other obligation due from the employer.

10.7.4 Benefits

Benefits shall not accrue during layoff. However, recalled employees shall have all benefits restored to them that they had at the time of the layoff, such as accumulated sick leave and seniority.

ARTICLE XI - STAFF DEVELOPMENT

The Director of Transportation or his designee, will determine the program to be conducted during the Board's In-Service and/or Institute Days. The Teamsters may offer suggestions on programming desired by their membership. The Director shall consider this input in his effort to provide the department with suitable programs. The dates will be posted two (2) weeks prior to the in-service meeting. In the event that a driver cannot attend the scheduled in-service meeting and has notified the Director of Transportation of the scheduling conflict prior to the meeting, the Director will make every attempt to provide to driver and/or attendant with all information that was distributed at the in-service training session.

ARTICLE XII - LEAVES OF ABSENCES

12.1 SICK LEAVE DAYS

12.1.1 Number of Days

An Employee must be employed in a position normally requiring performance of duty for 600 hours or more in the next 12 months and is IMRF eligible in order to receive ten (10) sick leave days per year. Employees starting after November 1, shall receive sick leave on pro-rata basis. Sick leave shall accumulate to one hundred eighty-two (182) days. The employee shall be paid at their regular scheduled hours pay.

- A. No compensation for accrued sick leave shall be paid at the termination of employment.
- B. Sick leave shall not accrue during leaves of absence without pay or during layoffs.
- C. Absence for part of a day, for reasons in accordance with sick leave provisions, shall be charged against accrued sick leave in an amount not less than one-third day. Holidays and other regular days shall not be charged against sick leave.
- D. Probationary employees shall not be eligible for paid sick leave. However, upon successful completion of the probationary period, they shall be credited for sick leave from the date they began the probationary period.
- E. Drivers working summer routes or miscellaneous driving routes will receive one (1) additional paid sick day. If not used, this day will be added to the employee's sick day total at the start of the next school year.
- F. Drivers who work fifty (50) or more hours during the summer months performing additional duties as defined in Section 6.1.2e, f, h, and i. will have one (1) additional paid sick day added to his/her next years allotment.

12.1.2 Sick Leave Defined

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or in the household. Immediate family, for the purposes of illness or death, shall be interpreted to mean husband, wife, son, daughter, mother, father, brother, sister, step-son, step-daughter, step-father, step-mother, step-brother, step-sister, parents-in-law, grandparents or grandchildren. When an employee is on sick leave due to a death of an immediate family member and a paid holiday occurs within that sick leave the driver will receive the holiday pay..

12.1.3 Absence Due to Illness

When an employee is absent due to illness, he/she must notify the Employer immediately. Failure to do so may result in denial of sick leave pay. The employee, after four (4) consecutive days of illness may be required to provide the Employer with satisfactory proof of illness from a licensed medical doctor in order to receive sick leave pay.

12.1.4 Information

An employee may request in writing the number of sick leave days which they have accumulated.

12.2 JURY DUTY LEAVE

Each Employee shall be excused from his/her regularly assigned duties for Jury duty. He/She shall be paid at their regular scheduled hours pay. The Employee shall in turn return the jury duty fee to the TJA excluding mileage and meal expenses. Jury duty and its consequent enumeration shall not count in overtime pay calculations.

12.3 FAMILY MEDICAL LEAVE

All employees will be entitled to take family and medical leave in a manner consistent with the Family and Medical Leave Act of 1993 (FMLA). The District reserves the right to exercise all options available to employers pursuant to the FMLA and to develop and administer policy consistent with the FMLA. Employees wanting further information should contact the TJA Office.

12.4 ACCIDENT OR INJURY LEAVE

Absence due to injury, or accident incurred in the course of an employee's employment shall not be charged against the employee's sick leave.

12.5 PERSONAL DAYS

Employees may use up to two (2) days per year as paid personal days. Written requests for personal days shall be made to the Director of Transportation or his designee, in writing, at least three (3) working days prior to the date requested for absence, except in cases of emergency. Personal days may not be used contiguous to a holiday. The Director of Transportation or his/her designee may deny the request. If management has not responded within two (2) working days from the request date, the request is approved. Personal leave days not used shall be converted to accumulated sick leave at the end of the school year. The employee shall be paid at their regular scheduled hours pay.

12.6 TEAMSTER BUSINESS LEAVE DAYS

The Teamster Local 731 will be allowed to use up to four (4) leave days per year for official local, regional, state or national business. Either whole or partial days may be used. Whenever possible, the Teamsters will give the Director of Transportation notice at least one (1) **month** before the days are to be used to make arrangements for substitution. Unused days cannot be accrued from one year to the next. These days will be restricted in use to only the President, his/her designee or those member(s) approved by the President.

ARTICLE XIII - CALENDAR

13.1 WORK YEAR

The regular work year shall be from the Drivers Orientation Meeting preceding the first day of student attendance through the last day of student attendance for those students regularly transported on routes.

13.2 HOLIDAYS

The following holidays shall be paid with no work performed provided the employee works their last regular scheduled work day immediately preceding the holiday and the first regularly scheduled work day immediately following the holiday. Employees shall be paid at their regular scheduled hours pay for the particular pay period that the holiday falls within.

- 1) Labor Day
- 2) Columbus Day
- 3) Veterans Day
- 4) Thanksgiving Day
- 5) Day after Thanksgiving
- 6) Christmas Day
- 7) New Year's Day
- 8) President's Day
- 9) Memorial Day
- 10) July 4th **

**For drivers who work a scheduled summer route.

13.3 ACCIDENT FREE AWARD BONUS

The following monetary award will be given to an employee upon completion of a full year of non-preventable accident free driving. The year for this section will be defined as a driver's employment seniority date to the day before the next years employment seniority date.

Employees who are IMRF eligible:	\$50.00
Employees who are not IMRF eligible:	\$25.00

13.4 Anniversary Award

A one-time anniversary award will be paid to those drivers who have reached the following years of continuous service at TJA. The award will be made the pay period following the anniversary .

25 years of continuous service	\$250.00
30 years of continuous service	\$500.00

ARTICLE XIV - INSURANCE

14.1.1 TERM LIFE INSURANCE

14.1.1 The employer will provide \$25,000 of term life insurance for all TJA employees covered by this contract who work over 600 hours per year and are a member of the Illinois Municipal Retirement Fund. This coverage will be in place no later than 90 days after the ratification of the contract by both parties.

14.1.2. HEALTH REIMBURSEMENT ACCOUNTS

Employees who worked **1240** hours in the prior regular school year will be eligible for Health Reimbursement Accounts the following year. The district will deposit monthly **\$225.00 for the 2009-2010** school year in a HRA account for each driver or bus attendant that meets the hours criteria established above. Eligibility will be determined annually on the 6th day of District 47 student attendance. An employee eligible on the 6th day of attendance will be deemed eligible for the prior July and August. TJA's monthly contribution for July, August, and September will be made in September. **For 2010-2011 those drivers who work 1240 hours during the 2009-2010 school year will receive this benefit monthly at \$235.00. For 2011-2012 those drivers who work 1240 hours during the 2010-2011 school year will receive \$245.00 per month. The district will deposit it monthly \$100.00 for the 2009-2010 school year in a HRA account for each attendant that works a minimum of two shifts and less than 1240 hours. Eligibility will be determined annually on the 6th day of District 47 student attendance. An attendant eligible on the 6th day of attendance will be deemed eligible for the prior July and August. TJA's monthly contribution for July, August, and September will be made in September. For 2010-2011 any attendant who worked two shifts and less than 1240 hours in 2009-2010 will receive this benefit monthly at \$105.00. For 2011-2012 those attendants who work 2 shifts and less than 1240 hours will receive this benefit monthly at \$110.00 per month.**

14.2 IRS 125 BENEFITS

TJA will extend IRS Section 125 benefits to its qualifying employees by providing the opportunity for such employees to participate in District 47's plan or a similar approved plan. Qualifying employee, for the purposes of this section, will be a regularly employed bus driver who works at least 20 hours per week on a scheduled set of routes. Coverage will extend to insurance premium payments, medical reimbursement account, and dependent child care account.

14.2.1 Administering Agent

School District 47 will have the right to select the administering agent of the IRS Section 125 individual accounts.

14.2.2 Administration Fee

Each qualifying employee will be responsible for the monthly administration fee. This fee will be deducted from the amount that has been paid in the employee's medical reimbursement or dependent child care account.

14.2.3 Employee Responsibility

Each qualifying employee may take the maximum deduction for medical expenses and the maximum payroll deduction for dependent child care expenses that are allowable under the IRS regulation. It remains the qualifying employee's responsibility to make sure that their deduction meets the IRS regulation.

ARTICLE XV - WAGES AND REIMBURSEMENTS

15.1 WAGES

15.1 Salary (Appendix A)

The salary schedule is found in Appendix A.

15.2 REIMBURSEMENTS

The TJA will reimburse each employee for the following:

- A) Physical examination, at clinic/hospital designated by the TJA*.
- B) Drug testing at Board-approved facility.
- C) Eye examination by a Board-approved examiner.
- D) Annual refresher course. The TJA will reimburse each employee for the fee charged for the State-mandated annual refresher course at the end of each school year.
- E) All drivers shall receive reimbursement for the cost to upgrade or renew their CDL after the administrative district's school board meeting immediately following the submission of proof of the upgrade or renewal to the TJA administration office.
- F) Employees shall receive their regular route time pay for In-Service and approved training days attended.

*If in the judgement of the TJA Board, an employee is of incapable fulfilling his/her duties because of illness or injury.

15.3 TRAINING POSITIONS

Drivers that are used, as trainers will be paid \$2.00 per hour in addition to their hourly salary while performing the training activities, ***other than driving their routes, as*** assigned by the Director of Transportation ***or designee***.

ARTICLE XVI - DISCIPLINE - DISCHARGE

16.1 DISCIPLINE POLICY

During an employee's probationary period he/she may be discharged at the sole discretion of the Administering Board. After the employee has completed his/her probationary period, the TJA will not suspend, terminate or otherwise discipline the employee without cause. Discipline will be managed in a consistent manner.

16.2 BYPASS OF GRIEVANCE STEPS

16.2.1 Notification

The Administering Board shall notify the employee and Teamsters Local 731 in writing of a decision to discharge or suspend within 24 hours of the decision.

16.2.2 Bypass

The employee may request that Step 1 of the grievance procedure set forth in Article V be bypassed.

16.2.3 Immediate Action

No provision in this Agreement shall prevent the TJA from taking immediate action for severe circumstances.

16.2.4 Revocation

No provision in this section or any other section may be used by an employee who had their school bus drivers permit/license revoked by the Secretary of State.

16.3 TEAMSTER REPRESENTATIVE

An Employee may have a Teamster Representative at any meeting he/she has with the administration regarding discipline.

16.4 LETTERS OF DISCIPLINE

16.4.1 Copy of Letters

The employee shall be sent copy of any disciplinary letters. Disciplinary letters shall be placed in the employee's personnel file.

16.4.2 Rebuttal

Employees may submit written rebuttal to a disciplinary letter(s) within two (2) work weeks of the date of the disciplinary letter.

16.5 ORAL WARNINGS

Oral warnings may be noted in the personnel file. Oral warning notations will be kept in the personnel file for one (1) year period. If no additional warnings are issued for the same offense, the oral notification will be removed.

16.6 PERSONNEL FILES

The employee and his/her immediate superior may review personnel files. Personnel files must be reviewed on site and in private. An appointment will be scheduled to see the file within forty-eight (48) hours from the date of request. The employee may receive copies of any or all information they request from their file.

ARTICLE XVII- JACKETS

17.1 JACKETS

All present employees shall be issued a uniform jacket at no cost every three (3) years from date issued. Jackets will be returned upon employee termination. New employees will receive the uniform jacket upon completion of their probationary period.

ARTICLE XVIII - SUBCONTRACTING

The TJA may continue to subcontract such work as it has subcontracted in the past as well as any other necessary work on a temporary basis. Subcontracting will be used to supplement the current work force. Private vendors may be used in any manner necessary to meet the needs of the TJA, and will not be used where the effect would be to eliminate any current bargaining unit position. Except in an emergency, prior to contracting out, the TJA will provide two (2) weeks notification and information about the work to be contracted. The Teamsters will be given an opportunity to meet within one (1) week after the notification by the TJA.

ARTICLE XIX - NO STRIKE

19.1 NO STRIKE

It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or the interference with the operations of the Employer by the Teamsters or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

19.2 WAIVER OF NO STRIKE CLAUSE

In the event this Agreement shall contain an economic negotiation re-opener, then this No Strike clause shall be waived, provided that the negotiation process failed and no agreement has been reached, then the Teamsters shall have the right to strike after satisfying the provisions of the Illinois Labor Relations Board.

19.3 NO LOCKOUT PROVISION

The Employer agrees that it will not lockout any bargaining unit member during the term of this Agreement except in a labor dispute where the Employee's services are not required or where an Employee has been suspended or terminated for cause.

ARTICLE XX -TECHNICAL CLAUSES

20.1 SAVINGS CLAUSE

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that Article, Section, Clause, shall be deleted from this Agreement to the extent that it violates the law. If the law is mandatory then the change shall be included and if the change is permissive, then it shall be negotiated according to the provisions of this agreement. The remaining Articles, Sections, and Clauses shall remain in full force and effect.

20.2 CONTRACTUAL AMENDMENTS

This agreement shall constitute binding obligation of both the Employer and the Teamsters Local 731 and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of these parties in written and signed amendment to this agreement.

20.3 COMPLETE UNDERSTANDING

This agreement constitutes the sole Agreement between the parties hereto and supersedes all prior agreements.

ARTICLE XXI - TERMINATION CLAUSE

This Agreement shall constitute the Agreement between the parties. This Agreement shall be in effect from **July 1, 2009 until June 30, 2012** and shall continue in effect from year to year thereafter unless either party gives written notice of its desire to amend or terminate this Agreement.

TEAMSTERS LOCAL 731

BOARD#47#155/TJA
BOARD OF EDUCATION

President (Date)

President Crystal Lake School District #47 (Date)

Secretary-Treasurer (Date)

Director of Transportation (Date)

Negotiator from District #155 (Date)

Negotiator from District #47 (Date)

**Transportation Joint Agreement
Salary Schedule
Appendix A**

	2008-2009	2009-2010	2010-2011	2011-2012
Step 1	13.96	13.96	13.96	13.96
Step 2	14.61	14.61	14.61	14.61
Step 3	15.26	15.26	15.26	15.26
Step 4	15.91	15.91	15.91	15.91
Step 5	16.56	16.56	16.56	16.56
Step 6	17.21	17.21	17.21	17.21
Step 7	17.86	17.86	17.86	17.86
Step 8	18.53	18.53	18.53	18.53
Full Scale	19.62	18.99	18.99	18.99
Full Scale		19.92 1.5%	20.42 2.5%	20.93 2.5%

Effective July 1, 2009 employees will receive step increases commensurate with their years of service. ie., if a driver has worked for five continuous years, they will be moved to step 5. If an employee has contineously worked for ten years, they will be moved to the full scale step, etc.
If a driver was hired at a higher rate of pay they will continue to move up the pay scale accordingly.

As of July 1, 2009 new employees hired between July 1st and December 31st, will receive a step increase on the following July 1st.

As of July 1, 2009 new employees hired between January 1st and June 30, will receive a step increase on July 1st of the next calendar year.

Setting Pay for new employees with prior bus driving experience

Beginning with the 2009-2010 school year, new hires with previous driving experience will be granted a minimum of one (1) year and a maximum of five (5) years experience on the salary schedule.

A

