

CONTRACTUAL AGREEMENT
Between the
BOARD OF EDUCATION,
Of
VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT 365U
And the
LOCAL 3057
COUNCIL 31
American Federation of State, County and Municipal Employees
AFL-CIO

JULY 1, 2008 to JUNE 30, 2012



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PREAMBLE

This agreement entered into by the Board of Education, School District No. 365-U, Will County, Illinois, hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, Council 31, for and on behalf of its Local 3057 AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

Recognition and Purpose

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all school bus drivers and monitors that include both regular and/or special education duties.

Section 2.

The Union pledges the support and efforts of its membership toward the highest ethical standard to provide safe, efficient and dependable transportation services for the Employer and its students.

Section 3. Management Rights

Except as amended, changed or modified by this Agreement or the Illinois Educational Labor Relations Act, the Employer has the right to hire, assign, transfer, schedule its employees, direct them in their work, control all employer property, and discipline and discharge for cause.

ARTICLE II
Check-Off and Fair Share

A. CHECK-OFF

Section 1. Deductions

The Employer agrees to deduct from the pay of those Employees who individually request it any or all of the following:

- (a) Union membership dues, assessments, fees.
- (b) Union sponsored benefit programs.
- (c) P.E.O.P.L.E. contributions.

Request for any of the above shall be made on a form agreed to by the parties. Upon receipt of an appropriate written authorization from an Employee, such authorized deductions shall be remitted, together with an itemized statement, to the designee of the Union by the first day of the succeeding month after such deductions are made. The Union shall advise the Employer of any increase in dues or other approved deductions, in writing, at least fifteen (15) days prior to its effective date. All Employees covered by this Agreement who have signed Union membership dues check off cards for **A.F.S.C.M.E.** prior to the effective date of this Agreement, or who signed such cards after such date shall not be allowed to cancel such dues deductions within the term of this Agreement.

Section 2. 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.

B. FAIR SHARE

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 P.A. **83(-1014)**.

The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member Employees and shall be remitted by the first day of the succeeding month to the Union at an address designated in writing at least fifteen (15) days prior to its effective date.

The Union shall submit to the Employer a certification which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Union.

The Union shall provide to each fair share payer the rationale and method by

which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share.

Section 2. Religious Exemption

Should any Employee be unable to pay their contribution to the Union based upon bonafide religious tenets 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 P.A. **83(-1014)**.

Section 4. Indemnification

The Union shall indemnify and hold harmless the Employer, its members, officers, agents and employees from, and against any and all claims, demands, actions, complaints, suits, or other forms of liability in any manner resulting from, or arising out of or connected with this Agreement, or this Article, or the consequences therefore, or that shall arise out of, or by reason of action taken by the Employer for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions.

ARTICLE III

Hours of Work

Section 1. Regular Hours - Work Schedule

The routes established by the Employer shall be selected, when other factors are nearly equal, by seniority before the start of each new school year. Said selected routes shall determine the Employee's work schedule. Work schedules shall remain as stable as possible but are subject to change in accordance with the just need of the Employer to accomplish safe, effective and economical routes and times.

The Employer shall assign the duties as necessary to be performed by each Employee during the Employee's work schedule. Any additional hours shall be allocated on the basis of seniority and the seniority lists as determined by the Transportation Director.

Additional hours will be assigned in the following order:

- (1) Extra worksheet signed by an employee who will not exceed forty hours.
- (2) Availability worksheet signed by the employee.
- (3) A.M. or P.M. drivers
- (4) Employees in overtime
- (5) "All call" on two-way radio system (which includes substitutes)

Overtime for additional hours will be offered to the highest senior employee who has worked the least amount of overtime hours in the given work week. An up-to-date, accurate list of each employee and their hours worked shall be posted each work day by 7:00 a.m. A copy of such list shall be provided to the union each day.

Section 2. Work Week

The workweek will begin each Wednesday at 12:00 a.m. through the following Tuesday at 11:59 a.m. The workweek shall consist of regularly scheduled Valley View school days including institute days for professional development. Employees with out of district routes may take a no pay/no penalty day if their school is closed contingent on the approval of the Transportation Director or designee. That privilege is contingent on the just needs of the employer to fill all work schedules.

The workweek for employee's who work an out-of-district route will consist of the regularly scheduled Valley View school days, institute days for professional development, and any additional days the out-of-district school is in session.

Institute days will be used for employee meetings, school route dry runs or other activities, as management deems appropriate.

Overtime Eligibility Requirements:

The following days will count toward meeting the 40-hour workweek requirement for overtime eligibility.

Paid Holidays
Bereavement Days
Jury Duty

The following days will not count toward meeting the 40-hour workweek requirement for overtime eligibility.

Personal Days
Sick Days
Dock Days
Worker's Compensation

Section 3. Daily Guarantee

Employees will receive a daily guarantee of five (5) hours per day divided between an am and/or pm work assignment.

School bus drivers who elect to work only am or pm work assignment will be guaranteed two and one-half (2 ½) hours per day.

In the event a route is reduced in hours or eliminated during the regular school year, the same guarantee shall apply.

Section 4. Time Allotment

Employees are required to inspect, clean and fuel their vehicles daily. A Department of Transportation inspection will be done at the beginning of each day. Fifteen (15) minutes will be allotted each day to complete the inspection and fifteen (15) minutes per day to clean and fuel the school bus.

Requirements are set forth in, made a part of and attached hereto:

Exhibit B – Written or electronic pre-trip inspection
Exhibit C – Daily vehicle check list

Drivers will be paid any/all additional cleaning that may be required by management. Drivers are required to punch in and out and submit an extra worksheet.

As required by Public Act 95-0260, the school bus driver shall at the end of each run, turn off the ignition of the vehicle, activate the interior lights and walk to the rear of the bus to check for children still on board as well as articles left behind.

As required by Public Act 94-0845, a driver is prohibited from idling a vehicle for more than five minutes within a sixty minute period. Bus drivers must follow the District's Anti Idling Policy as stated in the Employee Handbook.

District Administrative Policy 4:10-AP3 sets forth the driver's responsibility for passenger restraint systems.

Section 5 - Emergency Closing

The Employer will make every reasonable effort to notify employees of a school closing by 5:45am. When there is a school closing, the closing will be aired on local radio stations (see employee handbook for current listing) and a Parentlink notification message will be sent. All employees should tune to these stations to obtain information on school closings. An employee who inadvertently reports to work and punches in on the time clock by their regularly scheduled start time will be paid two and one-half hours.

Section 6: Summer Work

Section 1. Applications.

Unless otherwise stated, this section applies to school bus drivers and/or monitors.

Section 2. Summer Work Postings

(a) Routes. All routes are to be posted and selected by seniority. Employees may bid on any and all summer sessions for which they are available. A preliminary list of work duties (subject to change) will be posted for bid ten (10) days prior to the last day of school. The availability of summer routes is based upon student enrollment.

(b) Summer Availability List The summer availability list will be posted ten (10) days prior to the end of the school year. The list will include but shall not be limited to field trips, and other additional work duties as management may deem necessary during the summer. All duties that become available during the summer will be offered on the basis of a continual seniority rotation.

(1) The Employer shall maintain a daily record which indicates that work was offered according to seniority order. The daily record will be made available for review upon request of the Union .

(2) Any employees added to the availability list after posting is closed will be added to the bottom of that list. They will not be called for additional work unless/until all employees on the list have declined the work.

Section 3. Rates of Pay/Guarantee

(a) Summer work assigned off the availability list will be paid at a minimum of two (2) hours pay, or actual hours worked whichever is greater.

(b) Summer routes will be paid at a minimum of four (4) hours or actual hours worked, whichever is greater. In the event a summer route is reduced in hours or eliminated, the same guarantee shall apply until the end date of the route.

ARTICLE IV

Wages

Section 1. Wage Schedule

The salaries and wages of the Employees shall be paid every two weeks on Friday, or as established by employer action. Paychecks shall be distributed before scheduled afternoon dismissal routes.

An employee may complete an authorization form which allows another employee to pick up their paycheck. **Exhibit G**

For actual wages, see Appendix A, of this Collective Bargaining Agreement.

ARTICLE V

Extended Hours

Section 1. Rate of Pay

All regular work performed in excess of forty (40) hours in any workweek, shall be paid at time and one-half the Employees' regular rate of pay.

Regular work is defined as morning route, afternoon route, Wilco, Kindergarten, Activity routes, Kindergarten Orientation, Bus Evacuations, Employee meetings, Bus Cleaning, Phoenix and Rap. Work shall be paid at a minimum of one (1) hour at the appropriate rate of pay.

Driver training duties (preparation for classroom, classroom, behind-the-wheel, road testing) will be paid an additional rate of \$.50 per hour or at the overtime rate when appropriate, while engaged in such trainer duties.

Field trips shall be paid at a premium rate as follows:

2008/2009:	\$12.50
2009/2010:	\$13.00
2010/2011:	\$13.25
2011/2012:	\$13.50

If an employee is given an assignment on a given day with hours so extended that the eight (8) hour rule results in said employee not being able to start work at the usual time the next morning, the employee shall be told what time to report and be paid a minimum of two and one-half (2 ½) hours.

Section 2. Call Time

An Employee called out after scheduled hours have ended shall receive a minimum of two (2) hours pay for each call. An employee called out before scheduled hours have ended shall receive actual pay. Midday standby called out prior to/after their scheduled standby time shall receive actual pay.

A driver shall not be required to accept extended work except where student

transportation is needed and there is a shortage of drivers.

ARTICLE VI

Seniority

Section 1. Definition

Seniority as used herein shall mean the length of service in continuous employment of the Employer. An Employee's seniority date shall begin on the first day the employee reports to work after successfully completing all requirements of their position, except where service is interrupted by reason of layoff, or leave of absence exceeding one (1) year.

Section 2. Termination of Seniority

An Employee's seniority shall be terminated only when an Employee resigns, retires or is discharged for just cause.

Section 3. Summer Work

If an Employee does not work in the summer for any reason, it does not affect his/her place on the seniority list.

ARTICLE VII

Layoffs

Section 1. Order of Layoff

When there is a reduction in the number of Employee assignments which results in the necessity of releasing an Employee, the reduction in force shall be made in the inverse order of seniority. When practicable the District shall give affected Employees and the Union a minimum of thirty (30) days prior notification of any impending layoffs.

Section 2. Recalls

The recall of a released Employee to an available position shall be made, when other factors are nearly equal, on the basis of greatest seniority. No employees new to the district will be employed until all laid off Employees have been called back or have refused to come back to work.

Recalls and refusals are to be made by telephone and refusals will be confirmed by certified mail. Recalled Employees will have five (5) working days to report.

ARTICLE VIII

Route Selection

Section 1. Pay

School bus drivers who select a regular education work assignment will be paid three hours for route selection, mirror station, vehicle preparation, reviewing computerized route description, requesting route adjustments and conducting a dry run provided all stated duties are completed within two business days of route selection.

School bus drivers who select a special education work assignment will be paid actual hours worked for route selection, mirror station, vehicle and equipment preparation, parent contact, reviewing computerized route descriptions, requested route adjustments and conducting dry runs provided all stated duties are completed within four business days of route selection.

School bus monitors will be paid three hours for reviewing their selected work assignment and conducting a dry run provided stated duties are completed within four business days of route assignment.

All employees (excluding SPED drivers) must submit extra work sheet for any time worked over three (3) hours.

Section 2. Definitions

For the purposes of this article "regular work" is defined as a package of AM and PM routes, which could include one or more of the following: Wilco, Kindergarten, Activity, and Midday route(s). It will be necessary for the Director of Transportation to create some "**AM only**" and "**PM only**" routes.

Unless otherwise noted in this agreement, the term "driver(s)" includes both regular and/or special education work duties.

A driver may elect to be a substitute driver without suffering a reduction in pay.

As per the Special Education Driver Training Program document, all routes shall be considered curb to curb service only, unless otherwise provided for pursuant to Section 2. Loading and Unloading Procedure.

Section 3. Posting and Assignment

Work schedules for employees will be posted three (3) business days prior to route selection. Work schedules are based upon student enrollment and are always subject to change/elimination. Upon a request from the Union, the Transportation Director agrees to meet and discuss the proposed routes with the Union President or designee.

All work schedules will be packaged and posted, from which the employees will select a work schedule on the basis of seniority, not to exceed forty (40) hours. Driver may elect to be a substitute without suffering a reduction of pay.

School bus drivers and monitors who have special education work duties must complete sixty (60) scheduled work days before being eligible to change (bid/select) work schedules.

The Transportation Director shall offer any unselected route to those drivers who have not yet had the opportunity to select a route, in order of seniority. In the event that no one selects the work schedule, then the unselected route shall be assigned to the least senior qualified substitute who will become a regular driver.

Employees hired under the contract that elect to work A.M. only or P.M. only may sign for extra work and/or field trips.

Employees will receive pay for their entire package of work, if any Wilco, Kindergarten, Activity and/or Midday route(s) are cancelled less than two (2) hours prior to the start of the route and they remain available for other work on standby.

Upon request of a Union representative and affected employee(s), the Employer agrees to discuss requests for adding monitor(s) to existing Special Ed routes.

Section 4. Changes

As changes occur and work becomes available throughout the school year, the changes will be posted, according to category, for two (2) days. The vacancies caused by these changes will be filled according to the route selection process, except where the need arises to provide substitutes for scheduled work for terms of more than one (1) week. All eligible employees will be eligible to sign for any/all vacancies. Employees may not "give up" portions/part of their selected package. If an employee cannot complete their entire package the package will be posted.

A route given back by an employee to whom it was assigned (after following bid procedures) shall be reposted to allow the other bargaining unit employees to bid on it. This reposting shall not apply the first or last ten (10) days of the school year.

Section 5. Substitutions

The employer will post route substitutions no later than 6:15 a.m. and use its best efforts to assign route substitutions by 8:30 a.m. to the most senior driver who signs for the work. If the Union can prove a pattern of abuse, the abuse is subject to the grievance procedure. The drivers will make known their availability for daily route(s) substitutions by signing daily route postings. Stability of Kindergarten routes will be a factor when assigning substitutes.

Employees who select route(s) shall not be allowed to accumulate more than nine (9) substitutions of a midday, kindergarten, and/or activity route(s). If they do accumulate nine (9) substitutions, they may lose their entire package and will not be able to resign for it when it is posted. A substitution is defined as one uninterrupted absence, not otherwise exempted in the CBA.

Employees who are unable to perform their entire package assignments for three (3) or more consecutive days due to reasons as stated in Article X, Section B, Sub-Section 1,

Sick Leave days, shall have that period counted as only one (1) substitution of their package.

Regular work substitutions will be assigned on a seniority rotation basis. Substitutions for work exceeding one (1) day will be assigned to the most senior substitute/standby who is available for the entire package.

ARTICLE IX

Field Trips

Section 1. Protection of Bargaining Unit Work

The Employer will make every reasonable effort to offer all extended and overnight field trips and summer school transportation employment to the employees considering the availability of employees equipment and time. If the work is assigned to an outside source, and a driver from the bargaining unit would have been available for the work, the driver that would have been offered the work shall be paid the total number of hours of the trip.

In the event the Employer finds it impossible to accomplish that end, the Union will be notified of the reasons.

To further insure this end the Employer will ask that schools first contact the transportation department before going to an outside source. Outside sources for employees in this case means anyone outside the bargaining unit.

White Activity Vans will be stored at the assigned school.

Section 2. Posting, Assignments and Qualifications

The Employer will use its best efforts to post field trip assignments by 7:00 A.M. for a minimum of twenty-four (24) and a maximum of forty-eight (48) hours. Drivers that are available and meet all stated requirements may sign for them during the twenty-four (24) hour period.

Field trips will be assigned on a seniority rotation basis. Seniority rotation will begin with the top senior driver on the first day of school every school year. Field trips will be assigned first to drivers not in overtime and then to drivers in overtime.

Specific descriptions (i.e. the need for wheel chairs or a description of the special needs of passengers) of Special Ed field trips shall be included in the posting, when needed, in order to help an employee make an informed choice about whether to bid on the route. The listing of such specific descriptions is not intended to waive seniority rights as described above, nor is it intended to infer that specialized qualifications are necessary to qualify for the trip.

Section 3. Hours

Drivers are required to keep their own record of weekly hours worked. If the requested assignment will require overtime, the driver is required to indicate “**O.T.**” (Over-Time) on the sign up list.

Section 4. Short Notice Trips

Short notice trips will be posted on pink paper for as long as practicable and will start with the top of the seniority list. Same day trips will be announced over the radio.

Section 5. Extended and Overnight Trips

The Transportation Director and the Union will meet to discuss using bargaining unit drivers before going to outside sources to do the work. Special or extended trips will be posted on green paper. Bus drivers must have at least two (2) years experience as a school bus driver in order to be eligible. The Union and management shall meet to discuss exceptions to the 2 year rule.

Section 6. Field Trips Regulations

School bus driver: In the event that a field trip is cancelled the day of the trip, said employee will be compensated two (2) hours pay on a scheduled school day, or four (4) hours pay on a non-attendance day. Compensation for field trips shall be at premium rate as follows:

2008/2009:	\$12.50
2009/2010:	\$13.00
2010/2011:	\$13.25
2011/2012:	\$13.50

School bus monitor: In the event that a field trip is cancelled the day of the trip, said employee will be paid at the bus monitor’s hourly rate of pay for two (2) hours on a scheduled school day, or four (4) hours pay on a non-attendance day.

Employees have no authorization to trade field trips without prior written approval of Director, management or the field trip coordinator

Reassignment of field trips will be by seniority from the original trip posting whenever possible. Employees who “give up” two (2) assigned field trips will be suspended from signing for field trips for one (1) month.

To be eligible to sign out for an out-of-district trip drivers must first drive on a multi-bus trip with another driver who has at least one year seniority.

ARTICLE X

Leaves of Absence

A. LEAVE OF ABSENCE WITHOUT PAY

Section 1. Leave Request

A leave of absence without pay for political or Union activities, physical incapacity, maternity, adoption or emergency business shall be granted by the Employer upon recommendation of the Transportation Director for up to twelve (12) months.

Employees on leave will be required to contact Employer two (2) weeks prior to return from leave with their intentions.

A written request, accompanied by a statement completed by the attending physician, will be made as early as possible for physical incapacitation.

In addition, two Local Union representatives shall be allowed time off without pay for legitimate Union activities/business such as Union meetings, State or International Conventions, provided such representatives shall give reasonable notice to the Employer of such absence. The Employee may utilize any accumulated personal days time in lieu of taking such time without pay. Such time off shall not be counted in the Employee's absentee records.

Drivers who are granted a non-paid leave of absence (that extends beyond 6 months, excluding FMLA) shall not have the time counted as continuous service toward their anniversary date.

B. PAID LEAVES OF ABSENCE

Section 1. Sick Leave Entitlement and Definition

Each school year, after one year of service annual sick leave with pay shall be granted to each employee on the basis of one (1) day for each (18) days worked. One sick leave day is equivalent to an employee's scheduled work hours at the employee's regular hourly rate of pay.

Sick leave as used in this section means leave for personal illness, pregnancy, adoption, injury, quarantine, or serious illness, injury, or death in the immediate family or household. "Immediate family" as used in this section means the Employee's parent, spouse, child, brother, sister, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law-, daughter-in-law and legal guardian.

"Household" as used herein means any relative who resides with the Employee.

Employer Notification

The granting of sick leave shall be subject to the Employee notifying the Employer at least one-half hour prior to the beginning of the Employee's scheduled workday.

Employees shall inform the office personnel of any field trips and/or extra work to be covered due to absence.

Medical Verification

Recognizing that sick pay is authorized when Employees are disabled from working by illness or injury, medical verification or a doctor's certificate may be required (for absences of **3** days or more) by the Transportation Director. If medical verification is not provided this will be considered an unexcused absence.

Accumulation and Conversion

Unused sick leave shall be cumulative to ninety (**90**) days and/or **450** hours based upon **an average of** five (**5**) hours per day. Sick leave days accumulated over the **90**-day maximum may be accessed by the employee during the course of employee's service with the District for the employee's own catastrophic illness or injury. A catastrophic illness is defined as a severe or prolonged illness or injury that poses an imminent threat of death or incapacitation to the employee.

At the end of each school year, unused sick days (up to the maximum) will be converted to hours by multiplying the number of unused days times the average daily hours worked and credited to each employee. Upon separation or death, the Employee or the Employee's estate shall be reimbursed for accumulated unused hours multiplied by fifty percent (**50%**) of the Employee's current hourly rate. At the end of each school year, employees will have the option to convert all of their current years unused sick days into cash. Unused sick days shall be paid at the rate of **50%** of the employee's current hourly rate.

Exceeding Sick and Personal Leave Days

Any Employee who exceeds his/her sick days shall not be paid for any said days he/she does not work. Absences beyond exhaustion of all available sick time and personal time will be reviewed by management and could be subject to discipline. If the employer can prove a pattern of abuse, the employee may be subject to discipline. It is understood that the exhaustion of all available sick time and personal time is not in and of itself grounds for discipline.

Section 2. Personal Leave

(a) Entitlement

In addition to Sick Leave, each Employee, after one year of service, will be granted three (**3**) days of personal leave each July 1. The personal day(s) may not be used solely to extend a scheduled non-working period and may not be accrued from year-to-year, nor used for other employment. One personal leave day is equivalent to an employee's scheduled work hours at the employee's rate of pay.

At the end of the school year, any unused personal days, up to three (**3**) days per year, shall be converted to sick leave. Use of any such personal leave day on a day adjacent to a holiday shall not be allowed.

An Employee planning to use a personal leave day shall notify the Employer at

least twenty- four (24) hours in advance, except in cases of emergency.

(b) Allowable Circumstances

"Personal Leave" as used in this section may be taken for one of the following reasons:

- (1) Doctor or dentist appointment that cannot be scheduled at any other time.
- (2) Closing a home mortgage.
- (3) Attorney appointments, tax audits, court hearings that cannot be set except during school hours.
- (4) Funerals, other than for family (which are covered under Bereavement Leave)
- (5) An emergency, or business over which the Employee has no control and requires the Employees immediate attention.

The Employee shall not be required to give explanation of the reason for the leave, but, by applying for such leave, the Employee guarantees that the leave is to be taken for the specific reason checked on the Personal Leave Checklist. See Exhibit D attached hereto and made a part hereof. Employer shall designate "Paid or Unpaid" on Personal Leave Form.

Section 3. Bereavement Leave

In addition to Sick and Personal Leave, and in the event of a death in the immediate family or household of an employee, the employee shall be granted three (3) bereavement leave days. One bereavement leave day is equivalent to scheduled work hours at the employee's regular hourly rate of pay.

"Immediate family" as used in this section is defined as an employee's parent, spouse, child, brother, sister, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and legal guardian.

"Household" is defined as a relative who resides with the Employee.

Section 4. Union Leave

Two Local Union Representatives shall be allowed a total of two (2) days off with pay equivalent to work schedule, for legitimate Union activities/business, such as Union Meetings; State, Area or International Conventions; provided such representatives shall give reasonable notice to the Employer of such absence.

C. REPLACEMENTS - RETURN TO WORK

Section 1. Replacements

The scheduled work of the Employee on leave will be done for a period of up to two (2) calendar months by a substitutes. Prior to the start of the employee's leave, the temporary assignment will be posted and such assignment shall be awarded by seniority

if qualifications are relatively equal. If no employee bids on the temporary assignment, it shall be assigned to the least senior substitute, then standby.

If the length of the leave, or the extension thereof, is longer than the school year the scheduled work will be posted as a permanent available work assignment.

An employee who takes a leave for physical incapacity in any one school year shall not suffer loss of pay due to losing his/her routes.

Section 2. Return to Work

(a) Physician's Opinion

An Employee desiring to return to work after being sick, may simply be told to report for work or may be required to report to the District's physician before or upon returning to work, particularly when the absence was due to serious illness or injury.

The Employee may select a physician for an opinion. If the opinion of the Employee's physician differs from that of the District's physician, both physicians shall agree on an independent third physician to issue an opinion.

If two opinions agree that the Employee should not return to work, the Employee shall not be permitted to return. If two opinions agree that the Employee may return to work, the Employee will sign a statement that they concur with the two physicians' opinions and under those circumstances will be allowed to return to work.

The Employer will pay for its physician and the opinion of the independent third physician.

(a) Delayed Returns

The Transportation Director will review requests from Employees intending to return to work later than the first day of school on a case by case evaluation of extenuating circumstances.

ARTICLE XI

Discipline

Section 1. Definition

Disciplinary action or measures shall include only the following:

- Oral Reprimand
- Written Reprimand

Suspension (notice to be provided in writing)

Termination (notice to be provided in writing)

The disciplinary action or measures taken shall be reasonably related to the severity and nature of the offense committed. An employee has a right to refuse to submit to a meeting with management that the employee reasonably believes may result in disciplinary action, unless the employee is represented by a Union representative at the meeting.

Section 2. Disciplinary Action

Disciplinary action may be imposed upon an Employee only for failing to fulfill his/her responsibilities as an Employee. Any disciplinary action or measure imposed upon an Employee may be processed as a grievance through the regular grievance procedure.

Notice shall be given to the Employee in writing of the observed deficiencies and mention made that the lack of improvement or correction may result in disciplinary action.

If any disciplinary action is taken, it shall be appropriate and reasonable according to the situation. In addition, the Employee disciplined will be given a notice, in writing, specifying the action that is being taken. Disciplinary action will be done in a timely fashion and should be carried out in a manner that will not embarrass the Employee before other Employees or the public.

Minor reprimands, for any one instance, shall be withdrawn from the Employees' file after one (1) year.

Section 3. Safety

All Employees will follow all safety procedures and no Employee shall be required to work in an unsafe environment that would jeopardize their personal safety.

Section 4. Employee Notification and Rights

Prior to informing the Employee of a contemplated measure of discipline, the Employer shall notify the Employee of the right to have representation present and the Employee shall be entitled to such. Notification shall include any name of witnesses and copies of pertinent documents. Employees are covered by the language contained in the Illinois School Code, Section 10-20.20, Protection from Suit.

ARTICLE XII

Settlement of Disputes

Section 1. Grievance and Arbitration Procedure

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner. The employee and/or the union steward may meet with a Transportation Director or delegate to discuss the issue involved and if an agreement is reached no further action need take place.

Time limits set forth in this Article may be changed by mutual agreement.

When a written grievance is presented to the Employer, the Transportation Director or delegate shall sign and date the original form acknowledging only receipt of and return a copy to a union representative.

Step 1.

The union steward, with the employee, shall submit the grievance in writing on the Grievance Form, attached hereto as Exhibit E, to the Transportation Director or delegate within (10) working days of the date of the grievance or the employee's knowledge of its occurrence. The Transportation Director or Assistant Director shall hold an informal hearing with a union representative and the employee in an attempt to adjust the matter and shall respond to the steward within ten (10) working days of the informal hearing.

If the grievance is not settled it shall be submitted to the Union Grievance Committee for review as soon as possible but no longer than two (2) working days after denial is received.

Step II.

If the grievance has not been settled, it shall be presented in writing on the Grievance Form, attached hereto as Exhibit G and made a part hereof, by the employee and by the Union steward or the Union Grievance Committee to the superintendent or delegate within five (5) working days after the supervisor's response is due. The superintendent or delegate shall respond to the Union steward or the Grievance Committee in writing within five (5) working days.

Step III.

If the grievance has not been settled, a copy of the entire record shall be presented to the Employer's clerk within seven (7) working days after the response of the Superintendent or delegate is due. Within ten (10) days thereafter, the Employer shall conduct a closed hearing, at which time the Employee may appear in person, by an attorney, and by with a representative of the Union, and present evidence. The Employee's supervisor and the superintendent or delegate may also appear and present evidence. The Employer shall make a decision on the matter with-in ten (10) days following the hearing. Time limits set forth in this Article may be changed by mutual Agreement.

Step IV Arbitration Step

Within twenty (20) working days after the Employer's decision in Step Three (III) is due, or no answer is given within the time specified, a Step Four IV

(Arbitration) grievance May be filed by the Union only for any difference, complaint or dispute between the Employer and the Union or any Employee regarding the application, meaning, or interpretation of this Agreement. Such notice shall be in writing.

Arbitrator Selection

Arbitrator Selection

If, in accordance with the above procedure, the grievance is appealed to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator; if the parties are unable to agree on an arbitrator within five (5) working days after notice is given on Step Four (IV) either party may request the American Arbitration Association to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The Employer and the Union will send a joint letter of notification to the arbitrator requesting that a time and place be set for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

Arbitration Procedures

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not Employees of the Employer. The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend, amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make a decision contrary to the provisions of this Agreement. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on both parties.

Expenses and Fees

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

Permanent Arbitrator

Nothing in this Article shall preclude the parties from appointment of a

permanent arbitrators during the term of this Agreement or to pursue the expedited arbitration procedures of the American Arbitration Association.

Verbatim Record

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of its copy.

Requests for Documents

The Union may request the production of specific documents, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such requests shall not be unreasonably denied, and if granted, shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

Section 2. Time Limits

Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The time limits at any step or for any hearing may be extended by mutual Agreement of the parties involved at that particular step. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step.

Section 3. Advanced Grievance Step Filing

Certain issues, which by nature are not capable of being settled at a preliminary step of the grievance procedure, may by mutual agreement be filed at the appropriate advance step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative as to the step where it is desired to initiate the grievance.

ARTICLE XIII Strikes and Lockouts

Section 1. Lockouts

The Employer shall institute no lockout of Employees during the term of this Agreement.

Section 2. Strikes

No strike of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall an Employee be required to act as a strikebreaker or to go through picket lines. Buses will be driven even if a strike exists so as to deliver pupils to and from school in order to maintain regular school schedules, at pickup and drop off points as designated by the principal.

ARTICLE XIV General Provisions

Section 1. Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all Employees without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. All references to Employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female Employees. The Employer agrees not to interfere with the rights of the Employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or Employer representative against any Employee because of Union membership or because of any Employee activity in an official capacity on behalf of the Union; or for any other cause related thereto. The Union agrees not to interfere with the rights of Employees to join or not join the Union, and there shall be no discrimination, interference, restraint or coercion by the Union, its representatives or its members against any Non-Union Employee.

The Union recognizes its responsibility as bargaining agent and agrees to represent all Employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 2. Union Bulletin Board

The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place in the drivers' room to be used by the Union. The items posted will not be defamatory in nature.

Section 3. Union Activities on Employer's Time and Premises

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Union representative shall be allowed to:

Post Union notices, Distribute Union literature, solicit Union membership during other employee's non-working time, attend negotiating meetings, transmit communication, authorized by the local Union or its officers, to the employer or his representative. Consult with the Employer, his representative, local Union officers, or other Union representatives concerning the enforcement of any provision of this Agreement, provided that the above privileges specified shall be reasonably applied, shall not interfere with the work schedules promulgated by the Employer, and that the use of such

privileges shall be coordinated with the Employer.

Section 4. Visits by Union Representatives

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether local Union representative, district council representative, or international representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business, provided that the visits specified herein should be reasonable, shall not interfere with the work schedules promulgated by the Employer, and that such visits shall be coordinated with the Employer.

Section 5. Work Rules

The Employer agrees to notify the Union President a minimum of two (2) working days prior to beginning discussion concerning changes in existing work rules or the establishment of new work rules with the Union prior to their implementation.

Further, when existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of five (5) consecutive work days before becoming effective.

The Employer further agrees to furnish each Employee with a copy of all existing work rules thirty (30) days after they become effective. The Union will be provided with a sufficient number of contracts for new Employees.

The Employer and Employee shall comply with all existing reasonable rules that is not in conflict with the terms of this Agreement. The rules shall be uniformly applied and enforced. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

Section 6. Safety Committee

The Union reserves the right to re-establish the Safety Committee on an as-needed basis to continually review the operational conditions so that added precautions are taken to provide safety for the students and the employees in the event ongoing and serious safety issues arise. The Committee may meet monthly while school is in session.

The Safety Committee will be composed of six members, three representing the Union and three representing the Employer. The members shall be appointed yearly and paid at the appropriate rate while the Committee is in session.

The Committee Chair-person responsibilities shall alternate yearly between the

Union and the Employer. Minutes will be recorded of every meeting with both parties agreeing to accuracy and content prior to the minutes being forwarded to the Board of Education.

Section 7. Physical Examination

An Employee required to take a physical examination may choose the physician and will be reimbursed up to the fee charged by the District's physician upon the submission of the paid bill. Physicals will be scheduled during the employees regular workday. If it becomes necessary to schedule a physical outside of the employee's regular work day or if for some reason the exam extends beyond the work day, the employee will be compensated at their regular rate or their overtime rate (which ever is applicable) for the time spent taking the physical.

Section 8. I.M.R.F.

The Employer and the Employee shall be participants in the Illinois Municipal Retirement Fund as per State Statues.

Section 9. Workman's Compensation

The Employer and the Employee shall be participants in Workman's Compensation according to law.

Section 10. Jury Duty

An employee who is called for jury duty, shall receive their full pay during their service.

Anytime the employee is excused from jury duty, they must report to work. When a jury duty check is received by an employee, they must provide a copy to the employer along with a personal check or money order payable to the School District for the days of jury duty. Mileage expenses are not reimbursed by the District and are to be kept by the employee.

Section 11. Compliance with Law

Both parties agree to comply faithfully with case and statue laws of the State of Illinois, the Illinois Department of Transportation Handbook and any other applicable law including Protection from Suit – 105 ILCS 5/10-20.20.

Section 12. Contract or Subcontract

Every effort will be made by the district to meet the transportation needs of the district without contracting out or subcontracting out work of the district as required by Illinois School Code 105 ILCS 5/10-22.34c.

If the need arises to contract out or subcontract out work the Union will be informed of the decision. The decision may be the subject of a grievance initiated at the third step of the grievance procedure.

Section 13. Notification

The President of the Union shall notify the School District of any changes in committees and the School District shall notify the Union of any changes in committees.

Section 14. Medical Insurance

The Board shall provide health, dental and vision insurance to bargaining unit employees with one or more years of service, in accordance with the rules of the Benefits Plan.

Beginning with the 2008/2009 school year, all employees covered under this contract and hired by the District shall be entitled to receive group health, dental and vision coverage only upon an annual premium of 30% of the established cost of the district plan. Premiums are adjusted annually in January. In order to be eligible for this insurance, the employee must select and maintain work duties that total thirty (30) hours or more per week during the school year.

Premiums will be paid to the district by 19 payroll deductions between August and May of a given school year. Employees who work during the summer will not pay premiums. Employees who do not work during the summer will not be disqualified from coverage. The District will provide for one (1) coverage per family in the event that more than one family member works in the District.

Employees hired after January 1 will not be eligible for benefits until August 15 of the following calendar year. (Hire date January 10, 2008 eligible date August 15, 2009.)

Section 15. New Equipment Assignment

Considering the just needs of the Employer, new buses will be assigned on the basis of seniority to those Employees who are at that time driving buses that will be used in the same or similar application as the new equipment.

Section 16. Labor Management Meetings

These meetings are to be established for the purpose of exchanging information (with the exception of grievance issues and Board policy, unless the parties agree to discuss), ideas and helping to create harmony on the job and to solve problems that may arise during the life of the Agreement. Participation in these meetings will include members to the Union Executive Board and the Transportation Director. Those members of the Executive Board who participate in the Labor management meeting will be paid their hourly rate while these meetings are in session.

Section 17. Use of Office Machines

The Union shall have reasonable access to all machines in the Transportation Office.

Section 18. Identification Cards

Each employee shall be furnished with an identification card provided by the district.

Section 19. Employee Orientation

The Union shall have one (1) hour to explain the contract and the Union to each new employee. The Union official conducting the orientation and the new employee will be compensated at the appropriate hourly rate.

Section 20. Flu and Hepatitis Injections

The Employer will provide flu shots and hepatitis injections to all Employees. These shots will be administered during the school year, the times, dates and places deemed advisable by the physicians, administration and the Union. Participation by the employees in this program shall be optional.

Section 21. Student Discipline

The Employer shall set rules of conduct for pupils riding the bus. Each driver will be provided with a current copy. The Employer and Employee will work together in the identification and remediation of the discipline problems. It shall be the Employer's responsibility to provide the Employee convenient access to as much pertinent data as possible to assist in the identification of individual students. Such data shall include, but not be limited to, student names, pick-up times and location, route schedules and school yearbooks.

Section 22. Reporting Vandalism

The drivers will be on the alert for all incidents of vandalism, especially to seats. The drivers are required to inspect for vandalism after each and every route and to provide a written report of each incident on Exhibit F which is attached hereto and made a part hereof.

Section 23. Vehicle Responsibility

Employees will not knowingly abuse, at any time, the vehicle entrusted to them, but, to the contrary, shall guard that vehicle and take every precaution to

insure its safe, efficient and proper operation.

Section 24. Cleaning Supplies

The drivers will be provided with all necessary supplies for the cleaning of the buses.

Section 25. Life Insurance

All employees who select a package of work 30 hours or more or are assigned work duties of thirty (30) hours or more during the school year, will receive \$20,000.00 District paid life policy. In order to be eligible for this insurance, the employee must maintain work duties that total thirty (30) hours or more per week.

Employees will not be excluded if their summer work hours are below 30 hours.

Section 26. Timely Reimbursement

Reimbursable expenses (i.e. driver's license, tolls, miscellaneous parking fees, etc.) shall be paid no later than forty-eight (48) hours from the time such expenses are reported by the employee.

TERMINATION PROVISION

This Agreement shall be effective **July 1, 2008**, and shall remain in full force and effect until **June 30, 2012**.

This Agreement shall be automatically renewed for each one (1) year period thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the ending of each one (1) year period that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the ending of such one (1) year period.

This Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party on the manner set forth above.

IN WITNESS WHEREOF, the parties hereto have set their hands this 14th day of October, 2008.

FOR THE UNION:

FOR THE BOARD OF EDUCATION

<p>_____ James Baskin _____ President – James Baskin</p> <p>_____ Tom Dickson _____ Vice-President – Tom Dickson</p> <p>_____ Bobbie Kostelec _____ Secretary – Bobbie Kostelec</p> <p>_____ Dawn Liccardi _____ Treasurer – Dawn Liccardi</p> <p>_____ Lisa Rubenacker _____ Board Member – Lisa Rubenacker</p> <p>_____ Penny Alcala _____ Board Member – Penny Alcala</p> <p>_____ Marvin Goudeau _____ Board Member – Marvin Goudeau</p> <p>_____ Florence Estes _____ Florence Estes A.F.S.C.M.E. Staff Rep.</p>	<p>_____ Mark S. Cothron _____ President – Mark S. Cothron</p> <p>_____ Elizabeth Campbell _____ Secretary – Elizabeth Campbell</p> <p>_____ Rich Burt _____ Union Contract Committee Person Richard Burt</p> <p>_____ Kym Horan _____ Union Contract Committee Person Kym Horan</p> <p>_____ Sheila Bracken _____ Union Contract Committee Person Sheila Bracken</p> <p>_____ Chris Israelson _____ Chris Israelson, Assistant Superintendent of Human Resources</p>
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**APPENDIX A
WAGE SCHEDULE**

MONITORS

2008/2009 2009/2010 2010/2011 2011/2012
5.00% **5.00%** **5.00%** **5.00%**

CATEGORY

2008/2009 Hr. Rate

Probationary Monitor	\$	9.29	\$	9.75	\$	10.24	\$	10.75	\$	11.29
Monitor	\$	11.21	\$	11.77	\$	12.36	\$	12.98	\$	13.63

Longevity

2 yrs.	0.20	\$	11.97	\$	12.56	\$	13.18	\$	13.83
5 yrs.	0.25	\$	12.22	\$	12.81	\$	13.43	\$	14.08
7 yrs.	0.25	\$	12.47	\$	13.06	\$	13.68	\$	14.33
10 yrs.	0.25	\$	12.72	\$	13.31	\$	13.93	\$	14.58
12 yrs.	0.25	\$	12.97	\$	13.56	\$	14.18	\$	14.83
14 yrs.	0.25	\$	13.22	\$	13.81	\$	14.43	\$	15.08
16 yrs.	0.25	\$	13.47	\$	14.06	\$	14.68	\$	15.33
18 yrs.	0.25	\$	13.72	\$	14.31	\$	14.93	\$	15.58
20 yrs.	0.25	\$	13.97	\$	14.56	\$	15.18	\$	15.83
22 yrs.	0.30	\$	14.27	\$	14.86	\$	15.48	\$	16.13
24 yrs.	0.30	\$	14.57	\$	15.16	\$	15.78	\$	16.43
26 yrs.	0.30	\$	14.87	\$	15.46	\$	16.08	\$	16.73

**APPENDIX A
WAGE SCHEDULE**

DRIVER

CATEGORY	2007/2008 Hr. Rate	<u>2008/2009</u>		<u>2009/2010</u>		<u>2010/2011</u>		<u>2011/2012</u>	
			5.00%		5.00%		5.00%		5.00%
Probationary Driver	\$ 13.47	\$ 14.14	\$ 14.85	\$ 15.59	\$ 16.37				
Route Driver	\$ 16.92	\$ 17.77	\$ 18.66	\$ 19.59	\$ 20.57				
Longevity									
2 yrs.	0.20	\$ 17.97	\$ 18.86	\$ 19.79	\$ 20.77				
5 yrs.	0.25	\$ 18.22	\$ 19.11	\$ 20.04	\$ 21.02				
7 yrs.	0.25	\$ 18.47	\$ 19.36	\$ 20.29	\$ 21.27				
10 yrs.	0.25	\$ 18.72	\$ 19.61	\$ 20.54	\$ 21.52				
12 yrs.	0.25	\$ 18.97	\$ 19.86	\$ 20.79	\$ 21.77				
14 yrs.	0.25	\$ 19.22	\$ 20.11	\$ 21.04	\$ 22.02				
16 yrs.	0.25	\$ 19.47	\$ 20.36	\$ 21.29	\$ 22.27				
18 yrs.	0.25	\$ 19.72	\$ 20.61	\$ 21.54	\$ 22.52				
20 yrs.	0.25	\$ 19.97	\$ 20.86	\$ 21.79	\$ 22.77				
22 yrs.	0.30	\$ 20.27	\$ 21.16	\$ 22.09	\$ 23.07				
24 yrs.	0.30	\$ 20.57	\$ 21.46	\$ 22.39	\$ 23.37				
26 yrs.	0.30	\$ 20.87	\$ 21.76	\$ 22.69	\$ 23.67				

APPENDIX A

WAGES

Effective July 1 each year of the contract, Employees under this agreement shall be compensated as shown on Wage Schedule Appendix A.

Effective July 1, 2008 base rate of pay will be increased by 5%

Effective July 1, 2009 base rate of pay will be increased by 5%

Effective July 1, 2010 base rate of pay will be increased by 5%

Effective July 1, 2011 base rate of pay will be increased by 5%

Salaries

All new employees are required to serve a probationary period of 60 working days. New employees will accumulate, but are not allowed to use, earned sick days until after their probationary period has been served. New employees upon successful completions of entire training course will be reimbursed for the cost of J-48 Illinois School Bus License and Permit.

Certification

All current employees will be reimbursed upon successful review of their school bus CDL certification. Drivers hired prior to 1996 will be reimbursed for the full cost of the CDL License. Drivers hired after 1996 will be reimbursed for the cost of J-48 Illinois School Bus License and Permit.

Longevity Increases

Longevity increases are paid in the following amounts:

After two (2) years	\$.20 per hour
After five (5) years	.25 per hour
After seven (7) years	.25 per hour
After ten (10) years	.25 per hour
After twelve (12) years	.25 per hour
After fourteen (14) years	.25 per hour
After sixteen (16) years	.25 per hour
After eighteen (18) years	.25 per hour
After twenty (20) years	.25 per hour
After twenty two (22) years	.30 per hour
And every two years thereafter	\$.30 per hour increase.

Anniversary Pay

After completing one year of driving with the district each Employee shall receive one extra day's pay in the paycheck immediately following the first anniversary of their employment and all subsequent anniversaries.

After three **(3)** years, the employee will receive two **(2)** extra days pay following their third **(3rd)** anniversary and subsequent anniversaries.

After five **(5)** years, the employee will receive three **(3)** extra days pay following their fifth **(5th)** anniversary and subsequent anniversaries.

After ten **(10)** years, the employee will receive four **(4)** extra days pay following their tenth **(10th)** anniversary and subsequent anniversaries.

After fifteen **(15)** years, the employee will receive five **(5)** extra days pay following their fifteenth **(15th)** anniversary and subsequent anniversaries.

After twenty **(20)** years, the employee will receive six **(6)** extra days pay following their twentieth **(20th)** anniversary and subsequent anniversaries.

One Anniversary Day is the equivalent to five hours pay at the employee's regular hourly rate of pay.

Holiday Pay

Beginning July 1, 2008 all employees will receive six paid holidays: Labor Day, Memorial Day, Thanksgiving Day, Christmas Eve and Christmas Day and New Year's Day. Holiday pay is equivalent to six (6) hours pay at the employee's regular hourly rate of pay. For the employee to be eligible for holiday pay they must work their entire schedule the business day before and after the holiday.

Job Related Requirements

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

Drivers will receive three (3) hours pay for court attendance for stop arm violations.

Employees shall be paid actual time for attendance to job related courses, such as, first aid, defensive driving, safety meetings, etc.

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

**EXHIBIT B
PRETRIP
WRITTEN OR
ELECTRONIC - ZONAR**

SCHOOL BUS DRIVER'S PRETRIP INSPECTION FORM

School District or Contractor's Name _____

Bus Identification No. _____ Date _____ Time _____

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

Open Hood and Check:

- | | | |
|--------------------------|--------------------------|-----------------------------|
| S | U | |
| <input type="checkbox"/> | <input type="checkbox"/> | Oil |
| <input type="checkbox"/> | <input type="checkbox"/> | Coolant |
| <input type="checkbox"/> | <input type="checkbox"/> | Battery |
| <input type="checkbox"/> | <input type="checkbox"/> | Transmission Fluid |
| <input type="checkbox"/> | <input type="checkbox"/> | Master Cylinder Brake Fluid |

- | | | |
|--------------------------|--------------------------|----------------------|
| S | U | |
| <input type="checkbox"/> | <input type="checkbox"/> | Power Steering Fluid |
| <input type="checkbox"/> | <input type="checkbox"/> | Washer Fluid |
| <input type="checkbox"/> | <input type="checkbox"/> | All Belts |
| <input type="checkbox"/> | <input type="checkbox"/> | Wiring |

With Engine Running, Driver Activates All Exterior Lights, Walks Around the Bus and Checks:

- | | | |
|--------------------------|--------------------------|--|
| S | U | |
| <input type="checkbox"/> | <input type="checkbox"/> | Right Front Wheel and Tire |
| <input type="checkbox"/> | <input type="checkbox"/> | Right Side Marker and Turn Signal Lights |
| <input type="checkbox"/> | <input type="checkbox"/> | Right Side Reflectors |
| <input type="checkbox"/> | <input type="checkbox"/> | Right Side Rear View and Safety Mirrors |
| <input type="checkbox"/> | <input type="checkbox"/> | Crossing Control Arm (if applicable) |
| <input type="checkbox"/> | <input type="checkbox"/> | Headlights (high/low beams) |
| <input type="checkbox"/> | <input type="checkbox"/> | Front Turn Signal Lights |
| <input type="checkbox"/> | <input type="checkbox"/> | Front Clearance Lights |
| <input type="checkbox"/> | <input type="checkbox"/> | Front Identification/Cluster Lights |
| <input type="checkbox"/> | <input type="checkbox"/> | Front Eight Light Flashing System |
| <input type="checkbox"/> | <input type="checkbox"/> | Front Reflectors |
| <input type="checkbox"/> | <input type="checkbox"/> | Windshield |
| <input type="checkbox"/> | <input type="checkbox"/> | Underside of Chassis |
| <input type="checkbox"/> | <input type="checkbox"/> | Crossover Mirror(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | Left Side Rear View and Safety Mirrors |
| <input type="checkbox"/> | <input type="checkbox"/> | Left Front Wheel and Tire |
| <input type="checkbox"/> | <input type="checkbox"/> | Driver's Side Window |
| <input type="checkbox"/> | <input type="checkbox"/> | Stop Arm Panel |
| <input type="checkbox"/> | <input type="checkbox"/> | Left Side Marker and Turn Signal Lights |
| <input type="checkbox"/> | <input type="checkbox"/> | Left Side Reflectors |
| <input type="checkbox"/> | <input type="checkbox"/> | Side Emergency Door (open & close) (if applicable) |
| <input type="checkbox"/> | <input type="checkbox"/> | Left Rear Wheel(s) and Tire(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | Exhaust System (tail pipe clear?) |
| <input type="checkbox"/> | <input type="checkbox"/> | Rear Tail/Brake Lights |
| <input type="checkbox"/> | <input type="checkbox"/> | Rear Turn Signal Lights |
| <input type="checkbox"/> | <input type="checkbox"/> | Rear Clearance Lights |
| <input type="checkbox"/> | <input type="checkbox"/> | Rear Identification/Cluster Lights |
| <input type="checkbox"/> | <input type="checkbox"/> | Rear Eight Light Flashing System |
| <input type="checkbox"/> | <input type="checkbox"/> | Rear Reflectors |
| <input type="checkbox"/> | <input type="checkbox"/> | Strobe Light (if applicable) |
| <input type="checkbox"/> | <input type="checkbox"/> | Rear Emergency Door (open & close) (if applicable) |
| <input type="checkbox"/> | <input type="checkbox"/> | Right Rear Wheel(s) and Tire(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | Fuel Tank Filler Caps |
| <input type="checkbox"/> | <input type="checkbox"/> | Emergency Exit Reflective Tape (if applicable) |

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

Driver Enters Bus and Checks:

- | | | |
|--------------------------|--------------------------|----------------------------|
| S | U | |
| <input type="checkbox"/> | <input type="checkbox"/> | Steps |
| <input type="checkbox"/> | <input type="checkbox"/> | Cleanliness |
| <input type="checkbox"/> | <input type="checkbox"/> | Seats |
| <input type="checkbox"/> | <input type="checkbox"/> | Seat Belts (if applicable) |
| <input type="checkbox"/> | <input type="checkbox"/> | Windows |

- | | | |
|--------------------------|--------------------------|-------------------|
| S | U | |
| <input type="checkbox"/> | <input type="checkbox"/> | Warning Devices |
| <input type="checkbox"/> | <input type="checkbox"/> | Fuses |
| <input type="checkbox"/> | <input type="checkbox"/> | First Aid Kit |
| <input type="checkbox"/> | <input type="checkbox"/> | Fire Extinguisher |
| <input type="checkbox"/> | <input type="checkbox"/> | Lettering |

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

Driver Starts Engine, Activates All Interior Lights and Checks:

- | | | |
|--------------------------|--------------------------|--|
| S | U | |
| <input type="checkbox"/> | <input type="checkbox"/> | Steering Wheel |
| <input type="checkbox"/> | <input type="checkbox"/> | Windshield Wipers and Washers |
| <input type="checkbox"/> | <input type="checkbox"/> | Heater and Defroster |
| <input type="checkbox"/> | <input type="checkbox"/> | All Interior Lights |
| <input type="checkbox"/> | <input type="checkbox"/> | Horn |
| <input type="checkbox"/> | <input type="checkbox"/> | Service Door (open & close) |
| <input type="checkbox"/> | <input type="checkbox"/> | All Mirrors (adjustments) |
| <input type="checkbox"/> | <input type="checkbox"/> | Sun Visor |
| <input type="checkbox"/> | <input type="checkbox"/> | Emergency Exits (windows & doors) and Alarms |
| <input type="checkbox"/> | <input type="checkbox"/> | Clutch (if applicable) |
| <input type="checkbox"/> | <input type="checkbox"/> | Braking Warning Alarm |

- | | | |
|--------------------------|--------------------------|------------------------------|
| S | U | |
| <input type="checkbox"/> | <input type="checkbox"/> | Controls and Indicators |
| <input type="checkbox"/> | <input type="checkbox"/> | Ammeter (voltmeter) |
| <input type="checkbox"/> | <input type="checkbox"/> | Gear Shift Lever |
| <input type="checkbox"/> | <input type="checkbox"/> | Neutral Safety Switch |
| <input type="checkbox"/> | <input type="checkbox"/> | Water Temperature Gauge |
| <input type="checkbox"/> | <input type="checkbox"/> | Fuel Gauge |
| <input type="checkbox"/> | <input type="checkbox"/> | Vacuum or Air Pressure Gauge |
| <input type="checkbox"/> | <input type="checkbox"/> | Odometer |
| <input type="checkbox"/> | <input type="checkbox"/> | Switches |
| <input type="checkbox"/> | <input type="checkbox"/> | Driver's Seat Belt |

Drive Bus Forward and Apply Brakes:

- | | | |
|--------------------------|--------------------------|---------------------------------------|
| S | U | |
| <input type="checkbox"/> | <input type="checkbox"/> | Service and Emergency Brake Operation |

REMARKS _____

Signature of Driver _____

Signature of Mechanic Making Repairs/Adjustments _____

Date Repairs/Adjustments Completed _____

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Exhibit C.

Date: _____ Bus: # _____

To completed daily:

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

Items: To be cleaned before the last working day of the month

- _____ All of the inside windows are cleaned
- _____ Glove Box is clean and empty except for Voban and inspection book
- _____ Floor is to be washed
- _____ All Seats/Car Seats/ Special Education Equipment cleaned
- _____ Sidewalls and side rail ledge cleaned.

Driver's Signature _____

Monitor's Signature _____

EXHIBIT E

OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

**I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the
disposition of this grievance**

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance:

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY
THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO: _____

COPY: _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

SCHEDULE G
PAYCHECK
RELEASE FORM

DATE: _____

**My signature below allows _____ to receive my
paycheck.**

Please Print Name

Employee Signature

Receiver