

AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF
RED HILL COMMUNITY UNIT SCHOOL DISTRICT NO. 10

AND

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS LOCAL UNION NO. 135,

AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

2018-2021

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ARTICLE I

RECOGNITION

The Board of Education of Red Hill Community Unit School District No. 10 (hereinafter referred to as "Employer" or "District"), recognizes Chauffeurs, Teamsters, Warehousemen & Helpers Local Union No. 135, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union") as the sole and exclusive negotiating agent for all regularly employed bus drivers in the Red Hill Community Unit School District No. 10; EXCLUDED: all short-term occasional employees, managerial employees, employees of independent contractors, all building principals, transportation directors, superintendents and any other supervisors as defined in the Act.

For purposes of this agreement, a regularly employed bus driver shall be one who is normally scheduled for at least one morning and one afternoon bus driving route on regular student attendance days, or other bus driving duties equivalent in time to one morning and one afternoon route. This definition does not in any way effect a loss of any duties traditionally performed by the bargaining unit.

ARTICLE II

CHECK OFF

2.1 Deductions

The Employer shall deduct monthly from the pay of each bargaining unit employee from whom it has received a written authorization to do so the amount certified by the Union to be the amount required for the payment of monthly membership dues and uniform initiation fees and authorized contribution to D.R.I.V.E., and remit the same sums deducted to the Union within twenty (20) working days after the deductions are made. Authorization will only be made during two (2) "window periods", the first ten (10) days of school, and the first ten (10) days of January, or within ten (10) days of employment if employment occurs after a window period.

2.2 Termination of Employer's Responsibility to Make Deductions

The Employer shall be relieved from making the above deductions upon termination of employment, transfer from the bargaining unit, revocation of the authorization; and the Employer shall not be obligated to deduct dues from an employee's pay during any month in which the employee's pay is less than the amount to be deducted. The Employer is not obligated for dues in arrears if it has complied with the procedure outlined above.

2.3 Hold Harmless

The only obligation of the Employer is to deduct and remit the certified amounts to the Union. The Employer shall bear no obligation or liability to the Union or any employee for any mistakes made in compliance with said obligation. The Union shall indemnify, defend, and hold harmless the Employer, its officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or any other forms of liability that shall arise out of or by reason of any action by the Employer for the purpose of complying with this ARTICLE II or in reliance upon any list, form, notice, certification or assignment furnished pursuant to the provisions hereof.

ARTICLE III
JOB STEWARDS

3.1 Authority

The Employer recognizes the right of the Union to designate job stewards and alternates from the Employer's seniority list of employees actively at work. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- B. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
 - 1. have been reduced to writing; or
 - 2. if not reduced to writing, are of a route nature and do not involve work stoppage, slowdown, refusal to handle goods, or any other interference with the Employer's business.

Job stewards shall not perform Union activities on work time, except in cases of emergency discipline and also except when presenting grievances under ARTICLE VI.

3.2 Limitations of Authority

Job stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of job stewards and their alternates shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

ARTICLE IV
SICK LEAVE

4.1 Annual

All full-time employees will be granted twelve (12) sick leave days per year.

A. Any employee who uses no sick leave days and/or dock days during an entire school quarter shall receive a \$100 stipend for each such quarter paid on the January or July payroll. Any employee who uses no sick leave days and/or dock days for the entire school term shall receive an additional \$100 stipend paid on the July payroll.

4.2 Accumulation

Sick leave accumulation shall be unlimited.

4.3 Equivalent

A day of sick leave shall be that of the employee's normal workday. A half sick day will be deducted from a bus driver who misses less than or equal to 50% of the regularly scheduled work day. A full sick day will be deducted from a driver who misses more than 50% of the regularly scheduled work day.

4.4 Carried Forward

Sick leave earned as of the effective date of this Agreement will be carried forward.

4.5 Use of Sick Leave

Sick leave may be used only for personal illness, quarantine-at-home, or illness or death in the immediate family. "Immediate family" includes parents or stepparents, legal guardian, husband, wife, children, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law and sons-in-law. Sick leave may also be used to care for sick children.

In the event that an employee does not use any sick leave days during a school year, the Board shall pay that employee an incentive of \$100.

4.6 Unused Sick Leave

Upon retirement with at least fifteen (15) years of service to Red Hill CUSD #10, the Board will pay to the employee Thirty and 00/100 (\$30.00) for each accumulated sick leave day over and above ninety (90) days. Only those days not used for service credit in the IMRF may be used for this added retirement compensation. The employee must have fifteen (15) years of service to this District, and

1. Must be sixty (60) years of age with at least 20 years of creditable service with IMRF; or
2. Must be at least fifty-five (55) years of age with thirty-four (34) years of creditable service to the IMRF and the Board of Education must not be required to pay a retirement percentage penalty to the IMRF on behalf of the retiring employee.

The retiring employee shall have the option to receive payment for any or the entire unused portion of sick leave in their final reportable IMRF check. To avoid going over any state mandated salary cap, the payment for this unused portion of sick leave incentive will be paid within 30 days after the final payout of their retirement year contract.

EXAMPLE: Bus Driver A has 270 days of accumulated sick leave when he/she retires to become an annuitant with IMRF and uses 240 of these days for an additional one year of service credit. Bus Driver A will be paid \$30.00 per day by the Board of Education for 30 days for a total of \$900.00. Bus Driver B has 89 days of sick leave at retirement. Bus Driver B receives no compensation from the Board of Education.

ARTICLE V

SENIORITY

5.1 School Code

The Board will follow Section 10-23.5 of the School Code.

5.2 Seniority List

A list of employees shall be arranged in order of their seniority and posted on the Union bulletin board. Seniority shall be determined as the first day of work of an employee as regularly employed. If the first day of work is the same, seniority shall be determined by the drawing of lots.

5.3 Extra-Duty Assignments

- A. Extra-driving assignments will be made from a list of interested drivers according to seniority.
- B. Assignments will be made on a rotating basis.
- C. The Assistant Transportation Director will develop a list of extra-driving opportunities bimonthly and make it available to the drivers. Employees will then be able to select extra driving assignments in order of seniority.
- D. Employees refusing an assignment will not be called until all other employees on the list have been given the opportunity for extra driving.
- E. The current system of "by lots" will continue to be used for summer school driving. Those who have already driven for summer school will not be allowed to drive again until all employees have been offered the opportunity to drive.
- F. The administration has the right to refuse assignment of an extra trip to a driver if there would be any safety risk, such as potential for driver drowsiness, due to other recent work.
- G. If a bus driver wants to drive an extra trip because a child or grandchild is on the trip, the driver will get that trip instead of following the rotation. The driver will lose his or her turn in the rotation. Drivers will be allowed to take their regular route buses on extra-curricular trips if the following conditions are met:
 - a. The Driver is responsible for making sure the bus is clean on the interior and exterior;
 - b. The Assistant Transportation Director has no safety, maintenance, or mileage concerns with the unit to be taken on the trip.

5.4 Nonbargaining Unit Assignments

During the term of this Agreement, only members of the bargaining unit will be regularly assigned to drive the District's school buses, except that otherwise legally qualified coaches who have historically driven school buses in connection with their coaching activities may continue to do so, and also except for emergencies. This shall not apply to substitute bus drivers filling in on a temporary basis. Should any route need to be filled on a temporary basis for more than forty-five (45) school days, the substitute shall be covered by all the terms and provisions of this Agreement. However, at the expiration of this Agreement, this provision shall not be deemed "status quo"; and this provision shall not prohibit the Employer from subcontracting.

5.5 Bus Route Opening

Should a bus route become open, the Board shall first request volunteers to fill the route by posting a sign-up sheet. The board shall make the final decision concerning vacancies and transfer to bus routes; however seniority shall be the deciding factor unless there are underlying issues (as determined by administration). (Issues will be discussed with the driver involved and the union representative.)

ARTICLE VI
GRIEVANCE PROCEDURE

6.1 Definition

A grievance shall be any claim by the Union, employee or group of employees that a specific provision of this Contract has been misinterpreted or misapplied. All time limits in this Grievance Procedure shall consist of school days; except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, all time limits will double for Steps I and II only, and days shall be weekdays (i.e., Monday through Friday).

No grievance shall be processed pursuant to this Article unless the grievance commences at Step I of the Grievance Procedure within twenty (20) days of the event giving rise to the grievance or the employee's knowledge thereof, whichever is later.

6.2 Procedures

The parties acknowledge that the Employer and the employee may resolve differences through informal communication. However, a grievance shall be processed as follows:

A. Step I

A grievant shall present the grievance in writing, setting forth specifically the acts grieved and the specific sections of this Contract which are applicable, to the grievant's immediate supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. If the grievant so desires, a Union representative may attend the meeting with the supervisor. Within five (5) days of the meeting, the supervisor shall provide the grievant and the Union with the supervisor's written response.

B. Step II

If the grievance is not resolved at Step I, then the Union may refer the grievance to the Superintendent or the Superintendent's official designee within fifteen (15) days after receipt of the Step I answer. The Superintendent shall arrange with the Union representative (if the grievant is represented by the Union) or the employee for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Within five (5) days of the meeting, the Union and the employee will be provided with the Superintendent's written response.

C. Step III

If the Union is not satisfied with the disposition of the grievance at Step II, the Union may submit the grievance to final and binding arbitration. If the demand for arbitration is not filed with the Employer within thirty (30) days or the date of the Step II answer, then the grievance shall be deemed withdrawn.

6.3 Bypass

By mutual agreement, any step of the grievance procedure may be bypassed.

6.4 Class Grievances

Class grievances involving one (1) or more employees or one (1) or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Union at Step II.

6.5 No Reprisals Clause

No reprisals shall be taken by the Employer against an employee for an employee's participation in a grievance where the employee's presence was required by the arbitrator or the Employer.

6.6 Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the employees.

6.7 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

6.8 No Written Response

If no written decision has been rendered within the time limits indicated by a Step, then the grievance may proceed to the next Step, except that only the Union may take a grievance to binding arbitration.

6.9 Arbitration

If the grievance is not resolved at Step II, the parties and their representatives may schedule a meeting to attempt to resolve the same. Upon failure to resolve the grievance, the parties may mutually agree to an arbitrator. If the parties cannot agree to an arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party may strike an entire panel. After striking panels (if any), the Union and Employer shall, with no undue delay, alternately strike one (1) name, Union first, until only one (1) name remains, who shall arbitrate the grievance.

6.10 Costs

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

6.11 Court Reporter and Transcripts

If only one (1) party requests the presence of a reporter, that party shall bear the cost of the reporter. If only one (1) party requests a transcript, then only that party shall bear the cost of the transcript. However, if both parties desire a transcript, then the parties shall share equally the costs of the court reporter and transcript.

6.12 Postponement

If only one (1) party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

6.13 Grievance in Writing

The Union shall assert no ground for a grievance not specified in writing, by specific reference to contract section, unless so designated at least fifteen (15) days prior to arbitration hearing.

ARTICLE VII

TERMINATION OR SUSPENSION WITHOUT PAY

7.1 Adoption of Rules

The Board of Education and Administration have the right to adopt work rules. All work rules shall be reasonable. Employees shall comply with rules, but no employee shall be disciplined for rules violations unless the employee and union have been notified of the rule. Employees may be required to acknowledge in writing receipt of written work rules.

7.2 Time for Discipline

Employees shall not be disciplined unless within twenty (20) school days of the date the Transportation Director knew of the incident.

7.3 Progressive Discipline

For minor rules violations, discipline shall generally proceed in the order of oral warning, written warning, and suspension without pay or termination. Major rules violations may result in suspension without pay or termination. All discipline shall be provided in writing to the employee and union at the time discipline is issued.

7.4 Major Rules Violations

Major Rules violations are those which cause or reasonably could be deemed to have created the risk of substantial injury or damage to persons or property, or which cause or reasonable could be deemed to have created the risk of substantial disruption to the operation of the public schools. Major violations also include loss of driving privileges. All violations which are not major are minor.

7.5 Minor Rules Violations

Three (3) or more minor violations in a single school year, or five (5) or more minor violations over two school years shall also be deemed cause for suspension without pay or discharge, even if none of the minor violations are repeated violations.

7.6 Employee Representation

No employee shall be required to attend any meeting at which discipline is expected to be imposed, unless the employee has been offered the opportunity to have a Union representative present.

7.7 Written Notification

The Superintendent shall reduce the reasons for recommendation of suspension or discharge to writing and provide the same to the employee. If not previously afforded, the employee shall then have the right to respond orally or in writing. If after such response, the Superintendent still recommends suspension or discharge, he shall notify the employee; and the employee, upon request, shall be entitled to a review before the Board of Education. A suspension will be immediately effective, but subject to review by the Board. Termination will be imposed by the Board, not the Superintendent.

7.8 Review Hearing

The review hearing shall be held within twenty (20) school days before the Board of Education, but the Board of Education may employ a hearing officer to assist it. However, the Board shall not delegate the decision of suspension or termination to the hearing officer.

7.9 Suspension/Termination Decision

A decision of the District to suspend without pay or terminate an employee is subject to review via the grievance procedure.

ARTICLE VIII

PAYROLL DEDUCTIONS

8.1 Authorization of Deduction - 135 D.R.I.V.E.

The Employer recognizes a lawful, voluntary employee authorization for the 135 D.R.I.V.E. deductions from wages to be transmitted by the Employer to 135 D.R.I.V.E. The 135 D.R.I.V.E. deductions shall be made monthly and remitted to 135 D.R.I.V.E., 1233 Shelby Street, Indianapolis, Indiana, 46201 once a month.

8.2 Credit Union

Employees upon request will be permitted to specify payroll deductions for credit union. The employer reserves the right to limit the number of credit union change requests. Changes in payroll deductions shall not take effect until the month following the date the change is requested.

ARTICLE IX

WAGES

9.1 Wages

- A. Existing Driver Wage Schedule: Hourly wages shall be as shown below. Hours for regular routes shall be a minimum of 3.5 hours, but those hours shall be increased to actual clocking if necessary. All routes shall include thirty (30) minutes for bus prep. Those 30 minutes shall be included in the minimum route times.

Time Clock – The time clock will be used for bus drivers to clock in and out. The Assistive Transportation Director or designee will time the routes around the first week of September for a baseline. Assistive Transportation Director or designee will post this time by the time clock, which will show the time the bus driver should clock in. The half hour pre-trip inspections will be added to that time. Bus drivers will not be paid below the minimum route time. If a bus driver needs to clock in before their designated time, it must be approved by the assistant transportation director or his designee.

<u>Year</u>	<u>Per Hour</u>
July 1, 2018 through June 30, 2019	\$20.66
July 1, 2019 through June 30, 2020	\$21.07
July 1, 2020 through June 30, 2021	\$21.49

- Drivers will be paid in June for four (4) hours to complete scheduled Public School Works throughout the year. Drivers will be paid for AED & CPR training for 2 hours when required by the state of Illinois.

- B. New Driver Wage Schedule: This schedule applies to drivers hired for regular employment after July 1, 2000:

<u>Experience in school years</u>	<u>Per Hour</u>
First Year	\$ 12.00
Second Year	\$ 13.00
Third Year	\$ 14.00

- For an experienced driver with positive references may be considered for a higher starting rate with a max rate of \$14.00 per hour. Example: First year \$13.00 per hour; Second and Third Year \$14.00 per hour. First, Second, and Third Year \$14.00 per hour.
- After First Year – For an experienced driver (whose experience was at Red Hill with an evaluation rating of "Commendable" or "Outstanding" will move to the current experienced Negotiated Driver Rate.
- The parties agree to open the contract for negotiations the 30 of June each year of the Contract for the subject of wages only.
- If the parties fail to reach an agreement over the afore-mentioned item, either the Board or the Union may terminate the entire Collective Bargaining Agreement and resort to economic recourse, strike or lockout.

9.2 Extra Trips

Extra trips shall be paid as follows:

<u>Year</u>	<u>First 4 Hours</u>	<u>Hours After</u>
July 1, 2018 through June 30, 2021	\$43.50	\$ 10.75

If the employer secures funding for a school trip event during the day (between AM and PM route times) the assistant transportation director or designee will ask for volunteers. If no volunteers are secured, the assistant transportation director or designee will assign based upon seniority. This method will continue to follow the seniority list until all drivers have been assigned a school trip event. Volunteers will be accepted first for each trip. (Any new drivers hired will be assigned first before using the next person on the seniority list.)

Each driver may also choose to volunteer his or her time with no compensation owed by the employer. Employer may use sub drivers from the substitute list with no pay, if they choose to volunteer. This will not violate the subcontracting clause 13.1.

The wage rate for in-district and cooperative routes trips shall be actual time, at the regular hourly rate for that employee, or one (1) hour minimum, whichever is more. Two (2) trips for a single class (where the driver takes students and brings students to another district after one class period) counts as one (1) hour when calculating pay.

Bus routes will be closed annually based upon routes then existing.

9.3 Regularly Scheduled Daily Trips

Regularly scheduled daily trips such as noon trips, vocational and other cooperative educational trips shall be paid at the driver's regular salary rate, based on actual driving time (the driver will be paid for a minimum of half (.5) hour per trip). Each such trip shall be timed at the beginning of the school year as soon as the trips are established. They shall be re-timed if the trip changes substantially.

9.4 Re-timing of Routes

Routes shall be re-timed upon request of the driver when the route substantially changes. Routes shall be timed by a person familiar with the bus transportation system in the district.

9.5 Mandatory Meeting

Any mandatory meeting outside of contracted time, the employee will write the time on their timesheet and be paid at their hourly rate.

9.6 School Cancellation

If an employee has already reported to work; then school is cancelled, the employee shall Receive one (1) hour paid time.

Example: Employee A is required to clock-in at 6:15 am. If the employee clocks in at 6:15 am; and the district cancels school, the employee meets the requirements of 9.6 to be paid.

ARTICLE X

INSURANCE

10.1 Employer Contribution

The contribution for insurance for employees shall be determined by eligibility for IMRF. Those who are eligible for IMRF shall receive 100% of the following Board contributions. Those who are not eligible shall be entitled to one-half of such contribution, except no driver hired before August 30, 1991 shall suffer the 50% reduction in insurance contribution. The Board agrees to pay twelve monthly payments per month (but no more than actual cost) toward any of the insurance/HMO/PPO options for the years (2018-2021) of this agreement.

<u>School Year</u>	<u>Board Contribution</u>
2018-2019	\$720
2019-2020	\$740
2020-2021	\$760

If the single premium for health insurance does not exceed the specified amount above the difference will be applied to the family insurance premium.

10.2 Insurance Contribution for Employees Leaving Service

Employees who leave service during the school year shall have Employer contributions for the month in which the employee leaves service. If an employee leaves service after an entire school year, board contributions shall continue through the month of August. This provision has no effect on statutory rights to continuation coverage.

ARTICLE XI

PENSION

11.1 Illinois Municipal Retirement Fund (IMRF)

The Employer will pay the employee's share of the Illinois Municipal Retirement Fund for any employee covered by this Agreement who is eligible in accordance with the rules and regulations of the Illinois Municipal Retirement Fund. The Employer will not be obligated to pay or contribute funds to the Illinois Municipal Retirement Fund unless an employee works more than six hundred (600) hours per annum.

The employer shall take reasonable steps to make available to employees who historically have worked more than five hundred twenty (520) hours per year enough additional work so as to make such employees eligible for the Illinois Municipal Retirement Fund (IMRF) in accordance with Article XVIII. Employees made eligible for IMRF under this provision must sign up, for sufficient hours of additional work to reasonably expect six hundred (600) hours of work per year. Any employee who fails to sign up for such hours shall not be deemed reasonably anticipated to work 600 hours for IMRF purposes for the ensuing year.

Employees who were eligible for IMRF during the 1990-91 school year shall continue to be eligible for IMRF through either route assignment totaling six hundred (600) hours per year, or via a sign up process of employee selection of extra trips, or other work, as described in the preceding paragraph. Any employee who fails to sign up for such hours shall not be deemed reasonably anticipated to work 600 hours for IMRF purposes for the ensuing year.

All employees becoming eligible for IMRF after August 1, 1991, will pay the employee's share of IMRF. The Board shall continue to pay the employee's share of IMRF for employees eligible for IMRF during 1990-91.

ARTICLE XII

TIME OFF - UNION ACTIVITIES

12.1 Written Notice

The Employer agrees to grant the necessary time off to any employee designated by the Union to attend a labor convention, provided twenty-four (24) hours' written notice is given to the Employer by the Union specifying the length of time off, which in no event shall exceed five (5) days of unit employment per year, limited to one (1) person on any given day.

12.2 Time Off Without Loss

Said time off shall be granted without discrimination or loss in seniority rights.

12.3 Without Pay

Said time off shall be granted without pay.

ARTICLE XIII

SUBCONTRACTING

13.1 Ability to Subcontract

The Employer agrees not to subcontract services performed by the bargaining unit during the term of this Agreement. However, at the expiration of this Agreement, this provision shall not be deemed "status quo"; and this provision shall not prohibit the Employer from subcontracting. This provision has no effect upon currently subcontracted work, special services specified in IEP's or prevents subcontracting in emergencies.

ARTICLE XIV

STRIKES AND LOCKOUTS

14.1 No Strike

During the term of this Agreement, the Union shall not strike; nor shall members of the bargaining unit engage in concerted action, the result of which is failure to provide full and complete service to the Board of Education. During the term of this Agreement, neither the Union nor its officers or agents shall engage in concerted action, the result or intent of which is the failure to provide full and complete service to the Board of Education.

14.2 No Lock Out

The Board will not lock employees out during the term of this Agreement.

ARTICLE XV
EXAMINATIONS

15.1 Required Examinations

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees. The Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician. Any action detrimental to the employee taken as a result of an examination required by the Employer shall be subject to the grievance procedure.

The employer will pay an amount equal to the physical fee at the school's doctor if the employee chooses to see another physician for regular physicals. This does not limit the Board from requiring other examinations.

15.2 Polygraph Examination

No employee shall be required as a condition of employment to take any polygraph examination, except if the Employer has probable cause to believe serious employee misconduct has occurred based upon articulable standards.

Before any such exam, the employee shall be entitled to consult with a Union Representative.

15.3 Reimbursement of Fees

The Board will reimburse employees for CDL fees. This shall not include the basic driver's license fee [currently Ten Dollars (\$10.00) every four (4) years].

ARTICLE XVI

JURY DUTY

16.1 Release from Work and Compensation

Any employee who is called for jury service shall be excused from work on the days he/she serves or is required to appear. He/she shall receive for each day of jury service the pay he/she would have otherwise received for that day, less any amounts received for such service, exclusive of mileage and meals, provided the employee provides satisfactory evidence of such jury duty.

ARTICLE XVII

PERSONAL DAYS

17.1 Personal Leave

Upon request to the administration, employees will be allowed three (3) personal leave days per school year.

- A. At least two (2) days' prior written notice must be given to the administration.
- B. Employees shall have the right to maintain the confidentiality of the reason(s) for taking such leave. However, by applying for such leave, the employee shall be verifying that the leave is necessary for essential personal business, which cannot be completed after the regular workday or on weekends. Personal leave shall not be available for employees to conduct a business for profit or to act as an independent contractor for wages or fees. Such days without pay shall not be personal leave days.
- C. Unused personal leave does not accumulate from year to year. However, unused personal leave shall be added to the employee's accumulated sick leave on June 1st of each year.
- D. No personal leave may be taken immediately before or immediately after a holiday or any vacation period, except with the prior approval of the administration.
- E. Personal leave days cannot be taken during the first two (2) weeks and the last two (2) weeks of the school year, except with the prior advance approval of the administration.
- F. All personal leave days granted must be taken in increments of at least one-half (½) day at a time.
- G. All personal leave days are subject to the availability of a substitute. The administration shall be vested with the responsibility of locating substitutes. The administration shall make reasonable effort to obtain substitutes.
- H. In case of an emergency, the conditions in A., D., and E. above may be waived at the discretion of the administration and/or Board.
- I. Under the exceptions defined in D., E., and H. above, the administration shall be allowed to request reasons for the leave before determining if it will be granted.
- J. The restrictions of this provision may be waived by the Superintendent.

ARTICLE XVIII

No Longer in the Contract

18.1

ARTICLE XIX

UNION RIGHTS

19.1 Examination of Records

The Local Union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute.

19.2 Access by Union Agents

Authorized agents of the Union, upon notifying the school office, shall have access to the bus barn, or other room specified by the administration, for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the agreement is being adhered to. The Union agrees not to slow down or impede employees from working, and will endeavor to hold discussions during duty free times.

19.3 Unauthorized Activity

It is understood and agreed that the Union shall have no liability for acts of its members or agents which are unauthorized, and which the Union cannot control. It is agreed, however, that in the event of any such unauthorized action, the Union shall, upon receiving notice thereof, urge its members to return to work, if there should be a work stoppage, and just as soon as is practical, address a letter to the employer, notifying the employer that the action of the Union members or agents is unauthorized.

The employer shall be privileged to discipline employees responsible for unauthorized activities without violation of the terms of this agreement, subject, however, to the grievance and arbitration provisions of this agreement.

19.4 Bulletin Board

The Employer agrees to provide a Union bulletin board in the bus barn for the purpose of posting notices relating to the affairs of the Union.

ARTICLE XX

REASONABLE ACCOMMODATION

20.1 REASONABLE ACCOMMODATION

The Board shall have the right to make modification to working conditions as are necessary to reasonably accommodate employees with bona fide disabilities. The Board, unless otherwise permitted by law, shall not disclose medical records of employees who are reasonably accommodated. The Union, however, may request documentation, which is legal to be disclosed, to verify that reasonable accommodations were granted for bona fide compliance with law.

ARTICLE XXI

SEPARATE AGREEMENTS

21.1 No Conflict

The Employer will neither negotiate nor make or enter into any agreements with any of its employees in the bargaining unit, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement covered hereby unless it is through the duly authorized representative of the Union.

ARTICLE XXII

SEPARABILITY AND SAVINGS CLAUSE

22.1 Savings Clause

If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

22.2 Section Replacement

In the event that any article or section is held invalid or enforcement of, or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union and/or the Employer, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. Should the parties fail to agree, then either party may open the contract the next school year as to that item only.

ARTICLE XXIII

EFFECT OF AGREEMENT

23.1 Complete Understanding

The terms and conditions set forth in this Agreement constitute the full and complete understanding between the parties. This Agreement may not be modified except through the express written agreement of the parties.

23.2 Management Rights

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board of Education which are not specifically limited by express language of this Agreement are retained by the Board of Education provided, however, that no such rights shall be exercised so as to violate any of the specific provisions of this Agreement.

23.3 Duration

This Agreement shall be effective on July 1, 2018, and shall remain in effect until June 30, 2021, except that insurance contributions shall be for the school years shown in Article X.

IN WITNESS THEREOF

CHAUFFEURS, TEAMSTERS,
WAREHOUSEMEN & HELPERS LOCAL
UNION 135, AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

By: 

Secretary Treasurer

BOARD OF EDUCATION, RED HILL
COMMUNITY UNIT SCHOOL
DISTRICT NO. 10

By: 

President

By: 

Secretary

Memorandum of Understanding Bus Driver Evaluation

.1 Procedures

- A. Prior to the commencement of formal evaluations in any given year, the Superintendent or Asst. Transportation Director shall acquaint bus drivers with the formal, written evaluation procedures and instruments to be used.
- B. Bus Drivers will be evaluated annually with the Non-Certified Evaluation instrument.
- C. The evaluator may conduct as many evaluations and/or observations in excess of the minimum as he/she deems necessary. Should the Superintendent and/or Asst. Transportation Director deem that more than one evaluation is necessary per annum, the Superintendent and/or Asst. Transportation Director shall schedule a conference with the driver and Union Representative to discuss concerns and frequency of any additional observations.
- D. Formal observations will be announced at least two (2) school days in advance. Informal observations may be announced or unannounced and may include incidents not intended to have been the object of observations. Such observations will be reduced to writing if they will be part of the evaluation.

.2 Length and Reporting of Evaluations

- A. The evaluator shall spend a minimum of one (1) morning or afternoon bus route on the bus with the driver being evaluated.
- B. The evaluator shall provide the completed observation report form following a formal observation. A copy of the paper document may be left with the bus driver within a five (5) school day period following the observations, except in case of absence, emergency, illness, etc.
- C. Post-conferences will be held for each formal observation.
- D. If the bus driver disagrees with the written information he/she may submit a written rebuttal within ten (10) school days of the conference.
- E. The Superintendent and/or Asst. Transportation Director shall prepare a formal evaluation in triplicate. The completed evaluation forms shall be signed by both parties. The original copy shall be forwarded to the District office for inclusion in the bus driver's personnel file; the second copy shall be retained in the transportation files; and the third copy shall be retained by the person being evaluated.

NOTE: The bus driver's signature only signifies that he/she has read and discussed the evaluation results and has received a copy. Absence of signature will in no way release the bus driver from the requirements, expectations, responsibilities or end results stated or indicated in the evaluation process.

.3 Evaluation Instrument

- A. The Evaluation Instrument shall be created in cooperation with the Transportation Director, Asst. Transportation Director, and Union Representatives.