

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOARD OF EDUCATION

MCHENRY SCHOOL DISTRICT NO. 156

MCHENRY SCHOOL DISTRICT NO. 15

AND

MCHENRY SCHOOL TRANSPORTATION ASSOCIATION - IEA/NEA

2009-2010

2010-2011

2011-2012

2012-2013

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DEFINITIONS

- A. **BUSINESS DAY:** any day when the district Central Administration Office is open
- B. **DATE OF HIRE:** Date of hire begins when a driver obtains a CDL License with School Bus and Passenger endorsement; and has successfully completed a physical, drug screen, Tb test, fingerprinting, initial/refresher school bus safety class, or any other licensing requirements by law and is prepared to work.
- C. **EXTRA WORK:** any work a driver performs that is not "retained" by him or her
- D. **GRIEVANCE:** a complaint that there has been a violation of any of the specific provisions of the Agreement
- E. **PROBATIONARY PERIOD:** a period of 40 work days in which a driver demonstrates the ability to perform the essential functions of the job
- F. **REGULAR EXTRA WORK:** any extra work that is continuously assigned on a substitute basis to the same driver
- G. **REGULAR ROUTE DRIVER:** a driver who consistently drives and/or retains a daily route
- H. **ROUTE:** an assignment with a pay rate based on seniority
- I. **RUN:** an assignment with a flat rate of pay regardless of seniority
- J. **SENIORITY:** continuous service within a job classification
- K. **SUBSTITUTE DRIVER:** a driver who is called in on an "as needed basis"
- L. **WORK DAY:** any day when students are transported by the Transportation Department of Districts 15 & 156
- M. **WORK WEEK:** begins on Friday at 7:01 p.m. and ends Friday at 7:00 p.m.
- N. **DOCK DAY:** to reduce or withhold an employee's pay, (except those employees subject to the provisions in the Fair Labor Standards Act (FLSA))

ARTICLE I

RECOGNITION AND AGREEMENT

The Board of Education of McHenry School District No. 156 and No. 15, McHenry County, Illinois, hereinafter referred to as "Employer" hereby recognizes the McHenry School Transportation Association, IEA/NEA, hereinafter referred to as the "Association" as the sole and exclusive bargaining representative for all full-time and part-time regularly employed Bus Drivers and Transportation Mechanics of District No. 156 and District No. 15, excluding all other classified staff, certified staff, administrators, all Employees employed solely for substitution work (call-in), summer or any other recess period, vacation period or special projects, all confidential, supervisory, managerial and short term Employees as such are defined in Section 2 of the Illinois Labor Relations Act. Specifically excluded are the Transportation Directors, Assistant Director, Traffic Manager and Assistant Traffic Manager and Training Manager.

ARTICLE II

MANAGEMENT RIGHTS

Section I

Except as otherwise expressly and specifically limited by the terms of this Agreement and the Law, the Employer retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer. By way of illustration and without limitations, the exclusive prerogatives, functions and rights of the Employer shall include the following:

- A. To direct and supervise all operations, functions and policies of the Employer in which the Employees in the bargaining unity are employed;
- B. To close an operation or facility or combination of facilities, or to relocate, reorganize, or combine the work of operations or facilities for budgetary reasons;
- C. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto;
- D. To establish, revise and implement standards for hiring, work rules, job classifications, promotion and quality of work, safety, materials, uniforms, appearance, equipment, methods and procedures;
- E. To implement new and to revise or discharge whole or in part, old

methods, procedures, materials, equipment, facilities and standards: in compliance with any law or regulation provided notification is given to Employees;

- F. To assign and distribute work;
- G. To assign shifts, work days, hours of work and work locations;
- H. To determine the need for and the qualifications of new Employees, transfers and promotions;
- I. To discipline, suspend, demote or discharge an Employee;
- J. To direct the work of its Employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services, e.g. sports runs, regular runs, extracurricular.

Section II

The Employer retains the right to amend, modify or rescind policies and practices referred to in this Agreement in case of an emergency. An emergency shall be defined as an act of God or an event which was unanticipated and clearly unforeseen as well as an act that jeopardizes the health, safety and welfare of students and other Employees of the District.

The school districts shall have the authority in the exercise of its sole discretion to sub contract all or a portion of the work assigned to the bargaining unit of this Agreement. In the event such a decision is made by the school districts, it shall meet and bargain with the unit the effect of that decision on the bargaining unit member.

Section III

This Agreement shall constitute the full and complete understanding between the parties. It supersedes and cancels all previous Agreements verbal or written or based on alleged past practices between the Employer and the individual Employee of the Association.

ARTICLE III

ASSOCIATION AND EMPLOYEE RIGHTS

Section I

The Boards and the Association recognize that each Employee has the right to join or not to join any organization for the Employee's professional or economic improvement and membership in any organization shall not be required as a condition of employment.

Section II

The Association President shall receive an unabridged copy of the agenda for all Regular, Adjourned and Special Meetings of the Boards. The Boards shall make available the official minutes of the Board meetings to the President in a timely fashion. All Executive Sessions are excluded from the provision of this Agreement.

Section III

The Employer agrees to recognize two (2) local Association Representative Employees of the Bargaining Unit. The Association agrees to notify the Employer in writing of the duly accredited representative of the Association immediately upon election or appointment.

Section IV

The Association shall have the right to use a schoolroom for Business Meetings at a time when school is not in session provided that such meetings do not interfere with instruction and/or extra-curricular activities or the normal workday. This right shall be subject to prior approval from the building principal and reasonable regulation concerning facility scheduling and availability and may include a reasonable charge for cleanup and facilities or damage if needed.

Section V

The Association shall have access to school reproduction equipment subject to reasonable regulation on cost for supplies, expenses, availability and damages.

Section VI

The Employer will permit the Association to erect one (1) bulletin board for Association use, location to be the driver's room. No materials shall be posted except notices of meetings and elections, results of election, changes in Association bylaws, notices of Employee social occasions and similar Association notices, letters and memoranda. An officer of the Association shall sign all material. The Association

will limit the posting of any material on the Employer's premises to its bulletin board.

Section VII

The Association shall have the use of school mail.

Section VIII

All employees or designee will be given access to his/her personnel records according to State and Federal law. There is one official, personnel file, managed by the Director of Human Resources. The Director of Transportation will maintain a Licensing File on-site that is related to the employee's license. Board Policy 5:150 provides additional information related to access to employee records. Employees will be issued a copy of any commendation or disciplinary record at the time of inclusion in the personnel file. The District will attach an employee's statement to any disputed record in the personnel file.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance is a claim by the Association and/or bargaining unit member or group of members that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
2. As used in this Article, "days" shall mean Employee work days, Monday through Friday, except during the summer recess when it shall mean days in which the District Business Office shall be open.

B. PROCEDURES

Informal Resolution: The Parties hereto acknowledge that it is usually most desirable for an Employee and the Employee's immediately involved Supervisor to resolve grievances through free and informal communications. When requested by the Employee, an Association representative may accompany the Employee to assist in the informal resolution of the grievance within ten (10) days after the event giving rise to the grievance. If however, such informal processes fail to satisfy the Employee, a grievance may be processed as follows:

1. STEP ONE

The Employee or the Association may present a formal grievance in writing to the immediately involved Supervisor within twenty (20) days from the date of the event giving rise to the grievance or twenty (20) days from the date when the Employee should have had reasonable knowledge of the event giving rise to the grievance. A meeting to discuss the grievance shall be held within ten (10) days of filing the grievance. The Supervisor shall provide a written response, including reasons for his/her decision to the aggrieved Employee and the Association no later than ten (10) days following the meeting. If the grievance was filed with the Superintendent of District 15 at STEP 1, the grievance shall move directly to STEP 2b.

2. STEP TWO

- a. If the grievance is not resolved at STEP 1, or the time limits expire without the issuance of the Supervisor's written response, then the Employee or the Association may, in writing, advance the grievance to the Superintendent of his/her official designee within ten (10) days after the receipt of the STEP 1 response or the expiration of the time limit.
- b. The Superintendent or his/her official designee shall arrange a meeting with the Employee and/or the Association to take place within ten (10) days of the Superintendent's receipt of the grievance or appeal. Upon conclusion of the meeting, the Superintendent or designee shall provide a written response, including reasons for his/her decision later than ten (10) days following the meeting.

3. STEP THREE

- a. If the Employee and/or the Association is not satisfied with the written response of the Superintendent or his/her designee at STEP 2, or the time limits expire without the issuance of a response, the Employee and/or the Association shall, within ten (10) days after the receipt of the STEP 2 response or the expiration of the time limit, shall submit the grievance to and request a hearing before the District 15 Board of Education. The grievance and request for a hearing shall be filed with the President of the Board of Education.
- b. The Board, at its next regularly scheduled meeting or a mutually agreed meeting date, shall meet with the Employee, the Association representative and the Superintendent or designee,

to review the grievance in closed session. The written response by the Board shall be made to the Employee and Association no later than ten (10) days following the hearing.

4. STEP FOUR

- a. The Association may appeal from the determination of the Board of Education by submitting, within ten (10) days of receipt such decision, an Intent to File for Arbitration Notice with the Superintendent otherwise the grievance shall be considered waived.
- b. The Association shall file a Demand for Arbitration Notice with the American Arbitration Association, that the matter be carried forward to final and binding arbitration, within twenty (20) days of submitting the Intent Notice to the Superintendent. The arbitrator shall be selected from a panel to be secured from the American Arbitration Association.
- c. Neither the Board nor the Association shall be permitted to assert any ground before the arbitrator, which was not previously disclosed to the other party.
- d. Each party shall bear the full cost for its representatives and/or witnesses in the arbitration. The fees and expenses of the arbitrator and the court reporter shall be shared equally by the parties.
- e. In the event the parties are able to resolve the grievance prior to the scheduled arbitration date, the cancellation fees and expenses shall be shared equally by the parties.
- f. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association.
- g. The Association shall be able to designate up to two (2) representatives who shall be released for the purpose of attending and/or participating in an arbitration hearing. One shall be released without loss of pay and one shall be released with loss of pay. Time off for such purpose shall not apply toward loss of seniority accrual or violation of attendance.
- h. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The

arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator's award shall be final and binding.

- i. The Board shall furnish the Association with relevant information needed to properly process a pending grievance and to carry out its Duty of Fair Representation; however, the Board shall not be required to research or compile data not readily available to it.
- j. If the Association and Superintendent mutually agree, in writing, STEP 1 of the Grievance Procedure may be bypassed and the grievance brought directly to STEP 2.
- k. A grievance may be withdrawn at any level without establishing precedent, and if withdrawn, shall be treated as though never having been filed.
- l. Time limits may be extended by mutual, written consent of both parties.
- m. No discipline, reprimand, warning, or reprisal shall be taken by the Board or Administration against any Employee because of his/her participation in the grievance process.
- n. When an Employee is not represented by the Association, the Association, upon notification, shall have the right to have its representative(s) present, without participation, at the formal steps of the grievance procedure. Should the Employee request representation at any time the Association may participate. Further, no negotiated grievance settlement shall be inconsistent with the provision of this Agreement, unless the Board and Association mutually agree otherwise.
- o. All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE V

WAGES, INSURANCE AND OTHER BENEFITS

Section I: Health/Major Medical

- A. With the approval of the respective carriers, regularly employed part-time Employees, who are consistently scheduled to work a minimum of 20 hours per week; or four (4) routes per day; to include both A.M. and P.M.

routes; for a school term consisting of 174 pupil attendance days, may participate in their respective Employer's health/major medical plan at their own expense through a payroll deduction plan. Individuals must provide evidence of insurability.

Section II: Group Life Insurance

- A. Effective the first day of employment, the district shall pay the full cost of life insurance in the amount of \$20,000.00 or an amount equal to the employee's salary, whichever is greater, for their respective regularly employed part-time employees, if they consistently are scheduled to work a minimum of 20 hours per week, or four (4) routes per day, to include A.M. and P.M., for a school term of 174 pupil attendance days.
- B. Effective the first day of employment, the district shall pay the full cost of life insurance in the amount of \$20,000.00 or an amount equal to the employee's salary, whichever is greater, for their respective regularly employed full-time employees.
- C. Nothing in this Agreement is meant to indicate that the Association has any right to select the insurance carrier for Health/Hospitalization or Life benefits. The benefits and eligibility shall be subject to the insurance carrier's policy and the benefits shall be not greater than or less than other Employees in the District's Health/Medical plans. Life carriers shall be at the discretion of the respective employing School District.

Section III: Salary for Additional Runs – An Employee covered by this Agreement, who works Classification A, B, C, or D, shall be paid the following:

<u>Classification</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
A. Activity Runs	\$23.04	\$23.50	\$23.97	\$24.45
B. Kindergarten Runs	\$25.27	\$25.79	\$26.32	\$26.86
C. Shuttle Runs	\$5.95	\$6.07	\$6.19	\$6.31
D. Special Circumstance Runs	\$14.16	\$14.44	\$14.73	\$15.02

All runs shall be paid as indicated above. All existing runs are to be retained by present drivers until given up by those drivers or the run is dissolved or substantively changed. All new runs shall be posted and bid according to other provisions of this Agreement. A shuttle is considered as extra work and not part of the number of hours worked each day for purposes of determining full time status under the provisions of this Agreement.

A Special Circumstance Run is considered as extra work and not part of the number of hours worked each day for purposes of determining full time status under the provisions of this Agreement and will be paid as indicated above.

Section IV: Reimbursement

- A. Physical Reimbursement:
Full reimbursement of the physical exam fee at a clinic/hospital designated by the Employer and necessary drug testing as required by Local, State and Federal Laws.
- B. Drug Testing:
Pre-employment, reasonable suspicion, post accident, random and return to duty drug and alcohol testing will be paid for by the districts. The employee will pay for subsequent tests as a result of failure. Drivers will be paid \$10.00 for random drug/alcohol testing. Reimbursement on the above will be made to the employee upon presentation of proper documentation that is satisfactory to the Employer. The Districts will compensate the employee at their route pay rate for annual physical and drug tests.
- C. Payment to Districts:
Any employee who leaves prior to his/her probationary period ending shall have the cost of the Drug Employment Test, the Physical Exam and the cost of the Commercial Drivers License deducted from his/her last payroll check.

Section V: Permit, License Reimbursement and Registration Fee Payment

The Employer shall reimburse a Probationary Employee the cost of the School Bus CDL and Permit upon receipt of proof of passing the appropriate exams after 40 work days (driving students). Non-probationary Employees shall be reimbursed upon receipt of proof of passing the appropriate exams as soon as practicable. The Employer shall reimburse the driver Registration Fees for the initial class and the Annual Refresher Course according to the fees established by the State.

Section VI: Driver Safety Course

The eight (8) hour Driver Safety Course is required for new drivers only. Reimbursement will be issued up to eight (8) hours, at the appropriate level of pay and after the satisfactory completion of the probationary period.

Section VII: Trainee Reimbursement

Reimbursement will be issued, up to 25 hours at the appropriate level pay, and evaluated thereafter on a case by case basis, for *Behind the Wheel Training* after satisfactory completion of the probationary period.

Section VIII: Driver Safety Refresher

Reimbursement at the driver's hourly rate will be issued annually for the State mandated, two (2) hour *Driver Refresher Course*.

Section IX: Salary Advancement

Drivers are required to have completed a minimum of three (3) months employment by July 1st in order to be eligible for a salary advancement in the event an advancement is in order for the classification of Employees.

Section X: Mechanics Compensation

Mechanics will have their respective hourly rates increased as follows:

<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
3.75%	3.75%	3.75%	3.75%

Section XI: Bus Drivers Compensation Schedule

See APPENDIX "A" for the 2009-2010, 2010-2011, 2011-2012, and 2012-2013 salary schedule.

Section XII: Entry Level Placement, Probationary Waiver and Schedule Movement

New drivers will be placed at an entry-level wage of \$11.02 in the 2009-2010 year. In the 2010-2011 year the entry level shall be set at \$11.24. In the 2011-2012 year the entry level shall be set at \$11.47 and in the 2012-2013 year the entry level shall be set at \$11.70. At the discretion of the Transportation Director, drivers who are in their probationary period may be allowed to perform post-probation activities, e.g. trips, Kindergarten sub, ECE sub, etc. for a short term and on an as needed basis. Probationary drivers may be assigned work at the Director's discretion until the end of their probationary period. At the end of their probationary period, new drivers shall have the right to bid by seniority on any and all open work. This clause shall be retroactive for new drivers to the effective date of this Agreement.

ARTICLE VI

GENERAL CONDITIONS

Section I: No Strike/No Lockout

It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or the interference with the operations of the Employer

by the Association or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

Section II: Waiver of No Strike Clause

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

Section III: No Lockout Provision

The Employer agrees that it will not Lockout any bargaining unit member during the term of this Agreement except in a labor dispute where the Employees' services are not required.

ARTICLE VII

NEGOTIATION PROCEDURES

Section I

Within 45 days after the Agreement is signed, a typed copy of the ratified Agreement shall be provided to the Association. One hundred (100) copies of the document shall be printed at the expense of the Association and Board to be shared equally. The Association shall present copies of the Agreement to all Employees now employed. The Board shall present copies of the Agreement to all those employed hereafter during the term of this Agreement.

Section II

The parties shall commence bargaining for a successor agreement on or before May 1 of the last year of the Agreement and shall bargain as per the Illinois Educational Labor Relations Act and its rules and regulations.

Section III

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to the Agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that both parties cannot agree upon a replacement, the Illinois Education Labor Relations Board shall be notified. Each party shall pay for their own costs associated with mediation.

ARTICLE VIII

LEAVES OF ABSENCE

Section I: Sick Leave

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness, or death in the immediate family or in household. Immediate family, for the purposes of illness or death, shall be interpreted to mean husband, wife, son, daughter, mother, father, brother, stepbrother, brother-in-law, sister, step-sister, sister-in-law, step-son, step-daughter, daughter-in-law, son-in-law, stepfather, stepmother, parents-in-law, grandparents or grandchildren and legal guardian. Sick Leave shall not be applicable for purposes of cosmetic surgery (except as such will be reasonably incident to some other illness or disability) and/or for any matter which may be reasonably postponed to a recess period.

- A. Employees who are projected to work 600 or more hours and IMRF eligible will be granted ten (10) days sick leave per year. Employees starting after November 1 shall receive sick leave on a pro-rata basis. Sick leave shall accumulate to 240 days. All 12 month: 260 day employees shall be credited with twelve (12) days sick leave per year effective July 1, 2006. Employees starting after November 1 shall receive sick leave on a pro-rata basis. Sick leave shall accumulate to 240 days.
- B. No compensation for accrued sick leave shall be paid at the termination of employment.
- C. Sick leave shall not accrue during leaves of absence without pay or during layoffs.
- D. When an Employee is absent due to illness, he/she must notify the Employer immediately. Failure to do so may result in denial of sick leave pay. The employee may require a physician's certificate or a certificate from a spiritual healer as a basis for pay during leave after an absence of more than three (3) days. If the employer requires such certificate as a basis for pay during leave of less than three (3) days, the employer shall reimburse the employee the expenses incurred by the employee in obtaining such certificate.
- E. Absence for part of a day, for reasons in accordance with the sick leave provisions shall be charged against accrued sick leave or personal leave in an amount not less than one-third of a day: any work started between the time frames of 5:45 a.m. – 10:00 a.m.; 10:00 a.m. – 2:15 p.m.; and 2:15 p.m. – 6:30 p.m. Holidays and other regular days off shall not be charged against sick leave.

An employee who does not retain work during one of the above three (3) time periods shall not be docked of pay nor charged for sick time during an absence. An exception is an employee who has committed to work during one of the above time periods and later rejects the assignment.

- F. Probationary employees shall not be eligible for paid sick leave. However, upon successful completion of the probationary period, they shall be credited for sick leave from the date they began the probationary period.
- G. A sick day for a bus driver will be compensated at the rate they are currently earning, i.e. regularly retained routes, shuttles, kindergarten routes, activity routes and special circumstance runs. Extra duty routes are not calculated in sick day pay. A driver must be in a substitute driving position for 20 calendar days in order for that position to be included in the pay calculation.
- H. An employee may use up to three (3) sick days for leave to attend the funeral of the staff member's immediate family as described in Section I: Sick Leave.
- I. After 90 consecutive work days missed, except for absence due to injury or accident incurred in the course of an employee's employment, all of the bus driver's retained work may be posted, i.e. regularly assigned routes, shuttles, kindergarten route, activity routes and special circumstance runs.

Section II: Jury Duty Leave

Each Employee shall be excused from his regularly assigned duties for jury duty. He/she shall be paid the difference between the regular base pay and Jury Duty pay, in order to make the base rate of pay whole. Jury Duty time and its consequent remuneration shall not count in overtime pay calculation. The Employee must present the summons within ten (10) days of receipt.

Section III: Military Leave

Leaves for service in the military and general assembly shall be granted in accordance with State and Federal Law.

Section IV: Personal Days

One (1) Personal Day per Employee or two (2) Personal Days for 12-month employees, will be issued each year when requested, in writing, at least 48 hours in advance. In no case will more than five percent (5%) of the drivers' requests be honored on the same day. Requests honored will be done so on a first come, first served basis. The day cannot be used the day before or after a holiday. These days are not cumulative though unused Personal Days shall accumulate as sick leave. Use of this day shall not disqualify a driver from a bonus

payment as outlined in this document: APPENDIX "A", Compensation Schedules, Section C: Attendance Incentive.

Section V: School Visitation Leave (SVL)

Employees working a minimum of 20 hours/week and who have worked for six (6), consecutive months immediately preceding a SVL request, may be entitled to unpaid SVL to attend school conferences or classroom activities related to the employee's child, provided such leave cannot be scheduled during non-work hours. The procedure and related guidelines are found in. Board Policy, 5:250-AP:

- a. Up to eight (8) hours but no more than four (4) hours on any given day;
- b. All vacation, personal, compensatory leave must be exhausted, except sick and disability;
- c. Requires in writing, seven (7) days advance notice of 24 hours in an emergency;
- d. Verification by the building administrator of school visitation required;
- e. SVL may be denied if it would result in more than 5% of the work force or work shift taking leave at the same time;
- f. The district will attempt to give the employee the opportunity to make-up the time taken for leave.

ARTICLE IX

WORK HOURS AND WORKING CONDITIONS

Section I: Definitions

The following definitions are to be used to determine full and part-time status for members of the bargaining unit and for benefit calculation and determination.

A. Mechanics

1. Full-time. A mechanic who works five (5) days per week, eight (8) hours per day, fifty-two (52) weeks per year shall be considered a full-time Mechanic
2. Part-time. A Mechanic who works less than five (5) days per week, but more than five (5) hours per day, for fifty-two (52) weeks per year, shall be considered a part-time Mechanic.

B. Drivers

1. Full-time. A Bus Driver, who works a pre-determined minimum of eight (8) hours per day in a scheduled position, one-

hundred seventy-four (174) days per year shall be considered to be a full-time driver.

2. Part-time. A Driver who works less than eight (8) hours a day, one hundred and seventy-four (174) days per year shall be considered to be a part-time Driver.
3. Drivers working only AM or PM routes will move on the salary schedule only.

A Bus Driver must be assigned as full-time, as a regular Employee and no person can move from part-time to full-time as a result of temporary assignments and the accumulation of more hours. Any Employee working outside the parameters of the above stated definitions are not members of this group for benefit purposes, unless stated to the contrary within this Agreement.

C. Work Hours: Drivers

Work hours are defined as those times that the Transportation Director determines necessary to start and end a run.

D. Work Hours: Mechanics

Work hours shall normally be eight (8) hours or less in length except as determined by the Transportation Director according to the needs of the organization. This does not preclude shifts, staggered work hours, or staggered shifts.

E. Overtime

Overtime for Mechanics shall be defined as pre-authorized work performed in excess of the regular workweek as designated below. The Transportation Director must authorize all overtime. Over forty (40) hours per week worked constitutes overtime and will be paid time and one-half at the next regularly scheduled pay period covering the period in which overtime was earned. Overtime is to be computed on the base rate of pay and only full-time Mechanics are eligible for overtime pay. Any Mechanic working a school holiday as listed shall receive the Holiday Pay, plus straight time. The holidays are as follow: Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; the Friday after Thanksgiving Day; Christmas Day; New Year's Day; Martin Luther King Jr's Birthday; Lincoln's Birthday; Memorial Day; Independence Day and Casmir Pulaski Day.

Whenever two (2) or more overtime or premium rates of pay may appear applicable to the same hour or hours worked by an Employee,

there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply.

Section II: Lunch Break

Each full-time Mechanic Employee is expected to take an assigned duty-free, 45 minute lunch break, without pay at the convenience of his/her supervisor and which shall not be considered a part of employed time for pay purposes. An additional 15-minute break, with pay, will be given at a time mutually agreed upon by the Mechanic and the Transportation Director. Both lunch break and break time may be rescheduled by the Transportation Director in the event of an emergency.

Section III: Uniforms

Mechanics will receive five (5) changes of uniforms specified by the Employer at the completion of the Probationary Period. Mechanics uniforms are provided as part of the salary.

Section IV: Tool Insurance

The employer shall provide a tool insurance program. Such program shall include a \$500.00 deductible to be paid for by the Employee and an inventory shall be conducted by each Mechanic and the status of that inventory be given to the director on a monthly basis. This is providing the insurance company can provide the coverage.

Section V: Mechanics Driving Routes

Mechanics will not be required to drive bus routes except in an emergency.

Section VI: Probationary Period

Any individual who is in their probationary period, which shall be for a period of 40 work days (driving students), commencing upon the first day they transport students, during which the employee may be discharged by the employer without recourse to the grievance procedure and who will be ineligible for certain benefits during the probationary period as provided by the Agreement.

Section VII: Handbook

The Board and the Association agree that the Association shall have input toward the updating of the Employee's Handbook.

Section VIII: Handbook Committee

- A. Handbook Committee: There shall be a Handbook Committee established. This committee shall meet at least twice yearly to review the Handbook

and advise both the District and the Association of the need to update and/or revise such Handbook. The Handbook Committee shall be comprised of the Director of Transportation and/or designee; two (2) non-members of the Association appointed by the Director of Transportation; and not more than four (4) members of the Association appointed by the Union.

The Association and Districts agree that the items listed in the Handbook are not subject to the Grievance Procedure. Prior to publication, the Handbook will be reviewed by the MSTTA Executive Board to ensure no contractual items are contained.

- B. Liaison Committee: The Liaison Committee shall handle all complaints, concerns or suggestions of the drivers while performing their day to day duties. Additionally, this committee shall collaborate in an effort to solve alleged contract issues. The committee shall be comprised of the Transportation Director and/or designee(s) and up to four (4) members of the Association. This committee shall meet at least four (4) times yearly. They shall meet at mutually agreed times with mutually prepared agendas. The agendas shall be prepared and distributed, at least one week prior to the meetings and contain items from the Association and the Districts.

Section IX: Routes/Buses

A. Extra work assignments after regular bus routes:

1. Within the first week of each school year, a sign-up sheet shall be posted for those drivers to post their name in order to indicate their interest in doing extra "A", "B", or "C" routes in the A.M. and/or P.M. Signed up drivers will then be used to do extra routes giving consideration to time frame and location of drivers proximity to the extra route assignment.
2. For purposes of this section, "A" is a designation for a High School Route, "B" is a designation for a Middle School Route, and "C" is a designation for an Elementary Route.
3. Drivers may retain their existing work from year to year, unless one (1) or more is dissolved or substantively changed and cannot be bumped by a more senior driver. Drivers may have the option to change routes to any that are open and posted. These changes shall occur by seniority bidding.

B. Regular Bus Route Consistency:

Drivers may bid for different routes that are available beginning at the annual start-up meeting and may continue throughout the school year. Routes that become available during the school year will be posted and will remain posted for three (3) working days and the most senior driver who has applied will be given the route. His/her existing route/routes will be posted and the procedure is repeated. The Director of Transportation may temporarily assign routes while waiting for the bids on posted routes. The driver cannot keep his or her previous route once they have accepted the new route.

If there is a dispute regarding this section it shall be sent to the Liaison Committee for resolution.

ARTICLE X

LAYOFF OF EMPLOYEES

Section I

In the event of a layoff for any reason except for a lockout, Employees shall be laid off in the inverse order of their seniority in their classification except for Employees with specific skills needed by the Employer.

Section II

Employees shall be called back from layoff according to seniority in their classification except for Employees with specific skills needed by the Employer.

Section III

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

Section IV

Call back from layoff status shall not extend for more than one (1) year from the time of the last day worked.

Section V

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

ARTICLE XI

PROCEDURES FOR DISCIPLINE

Section I: Employee Discipline, Non-Probationary

Discipline is intended to correct inappropriate behavior and will be administered for due cause. In most cases, progressive discipline shall be used (refer to the Handbook for illustration of a progressive discipline approach). However, there are situations involving severe misconduct where immediate disciplinary action is required and appropriate. In such cases, suspension or dismissal may result but may not be administered in an arbitrary and/or capricious manner. An employee, who is suspended, without pay, may request, in writing, an opportunity to appeal the unpaid suspension before the District 15 Board of Education. An employee may exercise their right to appeal discipline up to 30 calendar days, beginning the first, effective day of discipline. Employees shall submit a written rebuttal to a disciplinary letter(s) within 14 calendar days of discipline.

Discipline of any non-probationary employee shall be for cause and shall be preceded by:

- A. The honoring of the Employee's rights included in this Agreement.
- B. A conference with the Employee and the Transportation Director prior to taking any action, except in an emergency.
- C. A written explanation for the action to the Employee and the Association except in an emergency.
- D. A review of the Employee's personnel files (if requested and as permitted by State and Federal Law) with the Employee and his/her representative present, except in an emergency.
- E. The BOE acknowledges that there is only one (1) Official Personnel File, which will only be maintained by the Director of Human Resources. The BOE further acknowledges that the Director of Transportation will maintain a "licensing file" only on the premises.
- F. Verbal and written reprimands, except for related offenses, shall not be

used after thirty-six (36) months to justify subsequent and more severe disciplinary action.

- G. In concert with law: State of Illinois Records Review Act, employees who provide a written request to review their personnel file, shall be provided access within seven (7) calendar days.

Section II: Notification:

Any non-probationary employee required to appear before an administrator, supervisor or Board of Education, at which dismissal charges are to be discussed, shall be given forty-eight (48) hours prior written notice of the meeting and is entitled to an Association representative present at the meeting.

A decision by the State of Illinois to revoke an employee's required school bus driver's permit shall not be subject to the grievance procedure by the employee or Association.

ARTICLE XII

SENIORITY AND ATTENDANCE

Section I

Seniority starts the first date when the driver transports students. In the event that two (2) or more drivers have the same date of hire and the same date of seniority, seniority would then be established by the driver who had the first interview date and interview time. An Employee not completing the entry probationary period shall not be considered to have seniority. Upon satisfactory completion of the probationary period, however, seniority will be figured from the date of hire.

Section II: Posting

The Employer shall post a copy of the seniority list semi-annually. At least in September and April, but not to exceed once a month, any change to the seniority list shall be posted.

Section III: Loss of Seniority

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

- A. Voluntary or involuntary termination.
- B. Transfer to a non-bargaining unit position.
- C. An Employee fails to give a written notice of an intent to return to work within five (5) days of a notice for a recall, provided that person has been notified by Certified Mail.

- D. An Employee is absent from work for three (3) days without advising the Employer.
- E. The Employee is retired.
- F. The Employee has knowingly or intentionally falsified records.
- G. The Employee engages in a work stoppage or other concerted action against the Employer.

Section IV: Seniority Accrual and Attendance

- A. Seniority shall accrue for full-time Employees at the rate of one (1) year for each year worked. That year is defined as 174 days for Bus Drivers and 261 days for Mechanics. All part-time Employees shall accrue seniority on a fractionalized basis according to the definition. Seniority shall accrue only in an Employee's job classification and such seniority shall not be transferred from one job classification to another.
- B. No seniority shall accrue during unpaid leave of absence/dock day(s) except in cases of emergency, or whereby an absence has been previously scheduled, approved, and/or excused by the Director of Transportation or his designee. The Employee shall provide documentation of said absence/emergency to the Director of Transportation or designee upon return to work.

If the unpaid leave/dock day(s) request is denied, the Employee may appeal the decision to the Human Resource Director.

- C. Said days shall be charged in increments of one-third (1/3): three (3) one-third (1/3) days is equivalent to one (1) full day unpaid leave/dock day. In years one (1), two (2) and three (3) of this Agreement, seniority shall accrue during the equivalent of three (3) full unpaid leave/dock days. In the final year of this Agreement, no seniority shall accrue during any portion of an unpaid leave/dock day. See Section B of this Article for exceptions to seniority accrual.
- D. Employees who do not report to work and do not have an approved leave/dock day may be subject to discipline.

ARTICLE XIII

VACATIONS AND HOLIDAYS

Section I

Vacations for full-time Mechanics will be scheduled with the Transportation Director. Request for vacations must be made in writing to the Transportation Director. Such

vacation is to be taken at the convenience of the Employer.

Section II

By special request, the Employer may consider a Mechanics' request for vacation without pay.

Section III

Vacation leave for full-time Mechanics shall accrue as follows:

<u>*Months of Continuous Satisfactory Service</u>	<u>Monthly Accrual Rate</u>	<u>Annual Equivalent</u>	
		<u>Hours</u>	<u>Days</u>
12	.83	80	10

At the anniversary of the completion of the sixth (6) year, one (1) extra day of vacation per year will be added until 15 days is reached.

Personnel employed after July 1 will be granted 1/12 of vacation for each month employed during the contract year. Any date before the 15th of the month will count as a full month. Any time after the 15th will not count for that month.

*Provided that the Employee has worked at least 130 days in the work year.

Section IV

Accrued vacation leave for Mechanics shall be credited as earned vacation for each full month of service in accordance with the above schedule, except that vacation accrued during the first 12 months of continuous service shall not be credited as earned vacation until and unless the Employee completes the first 12 months of continuous service.

Section V

A full-time Mechanic shall be compensated for accrued vacation leave upon termination. New mechanics that resign or are discharged during their probationary period shall not be entitled to compensation.

Section VI

Mechanics will have paid : (11) holidays for the following school holidays when school is not in session: Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Christmas Day; New Year's Day; Martin Luther King Jr's Birthday; Lincoln's Birthday; Memorial Day; Independence Day; Casimir Pulaski Day. If the school district receives approval to waive one or more holidays, alternate paid holiday(s) will be

issued at the discretion of the Director of Transportation. In the event Veteran's Day falls on a weekend, an alternate holiday will be recognized as previously described.

Bus Drivers will receive two (2) paid holidays for the 2009-2010, 2010-2011, 2011-2012 and 2012-2013 school years, which shall be Thanksgiving Day and Martin Luther King Day.

Section VII

When an act of God occurs or the Employer directs the closing of a school or other facility of the Employer, the bargaining unit member, except Mechanics, shall be excused from reporting to duty with loss of pay. In the event a facility is closed for one (1) day or more due to mechanical failure, vandalism, calamity or an act of God, the Employer has the right to reschedule assignments of the affected bargaining unit members so as to continue the educational process the next school day. In the event school is closed after a driver has reported to work, (no earlier than 5:30 a.m.) said drivers shall be paid a minimum of one and one-half (1.5) hours of route pay.

ARTICLE XIV

TECHNICAL CLAUSES

Section I: Duration

The Agreement shall be effective upon final ratification by the Boards and shall continue in effect until June 30, 2013.

Section II: Effective Date & Retroactive Pay Increases

As of the date of ratification of this Agreement, salary of current employees will be issued retroactive to July 1, 2009, according to the compensation schedule:
APPENDIX A.

Section III: Contractual Amendments

This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of these parties in a written and signed amendment to this Agreement except as indicated otherwise by this Agreement.

Section IV: Complete Understanding

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

Section V: Individual Contracts

Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract executed after shall be expressly made subject to and consistent with the terms and conditions of this Agreement or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration shall be controlling.

Section VI: Savings Clause

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

Section VII: Miscellaneous Clauses

- A. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- B. The term "Employee" as used in this Agreement includes both male and female as covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended that it will apply to the feminine gender as well.

SIGNATURE PAGE

The following agents representing McHenry School District #15, McHenry School District #156 and the McHenry School District Transportation Association, IEA/NEA, hereby attests by their signature of their respective organization.

McHenry School District No. 156

President _____

Secretary _____

Superintendent _____

Date: _____

McHenry School District 15

President _____

Secretary _____

Superintendent _____

Date: _____

McHenry School Transportation Association

President _____

Chief Negotiator _____

Date: _____

APPENDIX "A"

ROUTE-TRIP COMPENSATION SCHEDULE

STEP	FY 09/10	FY 10/11	FY 11/12	FY 12/13
10	\$ 18.06	\$ 18.42	\$ 18.79	\$ 19.17
9	\$ 13.64	\$ 13.92	\$ 14.20	\$ 14.48
8	\$ 13.37	\$ 13.64	\$ 13.91	\$ 14.19
7	\$ 12.82	\$ 13.07	\$ 13.34	\$ 13.60
6	\$ 12.28	\$ 12.52	\$ 12.77	\$ 13.03
5	\$ 12.01	\$ 12.25	\$ 12.50	\$ 12.75
4	\$ 11.75	\$ 11.98	\$ 12.22	\$ 12.46
3	\$ 11.43	\$ 11.66	\$ 11.89	\$ 12.13
2	\$ 11.23	\$ 11.45	\$ 11.68	\$ 11.91
ENTRY 1	\$ 11.02	\$ 11.24	\$ 11.47	\$ 11.70

- ECE - 2 TIMES ROUTE PAY
- SUMMER SCHOOL - 1.5 TIMES ROUTE PAY
- TRAINER - 1.5 TIMES ROUTE PAY PER HOUR

COMPENSATION FOR EXPERIENCED DRIVERS

The districts welcome the employment of experienced drivers to the Transportation Department. Drivers, who successfully complete their probationary period and can demonstrate prior experience transporting students for full school terms in previous positions, will be assigned a higher level of pay. A wage differential from entry pay to level pay will be issued retroactively to the first day the employee transported students for the districts at the next regularly scheduled pay period.

1-4 full years of experience = Level 2

5 or more full years of experience = Level 3

2009-2010, 2010-2011, 2011-2012 and 2012-2013 MECHANIC'S COMPENSATION

Mechanics covered under this Agreement shall receive 3.75% of their previous base wage for the 2009-2010 school year, 3.75% for the 2010-2011 school year, 3.75% for the 2011-2012 school year, and 3.75% for the 2012-2013 school year.

A. Bonus Payment:

For 2009-2010, 2010-2011, 2011-2012 and 2012-2013 school year, any bus driver who is actively working at least four (4) routes a day in an A.M. and P.M. run since the start of the first semester of that school year, will be eligible for a \$175.00 bonus payment. This bonus will be paid in the first paycheck received after the Winter Break. To be eligible for this bonus pay at the Winter Break, a bus driver must work the five (5) days prior and one (1) day after the Winter Break. If the driver uses a sick day, personal day or a part of a sick/personal day, or is absent for any other reason during the five (5) days prior to the Winter Break and one (1) day after the Winter Break they will be disqualified from receiving the bonus.

For 2009-2010, 2010-2011, 2011-2012 and 2012-2013 school year, any bus driver who is actively working at least four (4) routes a day in an A.M. and P.M. run since the start of the second semester of that school year, will be eligible for a \$175.00 bonus payment. This bonus will be paid in the first paycheck received after Spring Break. To be eligible for this bonus pay at the Spring Break, a bus driver must work the five (5) days prior and one (1) day after the Spring Break. If the driver uses a sick day, personal day, a part of a sick/personal day or is absent for any reason during the five (5) days prior to Spring Break, and one (1) day after Spring Break they will be disqualified from receiving the bonus. These two (2) paragraphs affect only bus drivers.

B. Longevity Bonus:

A \$300.00 bonus will be issued for those employees who begin service years 15 or year 17 or year 20. The bonus will be issued at the beginning of the school year (either first or second payroll) and issued in a lump sum. The bonus will be issued retroactively to the beginning of the 2009-2010 school term. As an illustration of understanding, an employee who begins 18 years of service at the beginning of the 2009-2010 school term shall be issued two (2) bonus payments, totaling \$600.00.

C. Safe Driver Award

All drivers that have no accidents or tickets against them for the school year will be given a bonus payment of \$150.00.

D. An Attendance Incentive shall be provided to all drivers as follows:

Days absent for eligibility

No more than one (1) day per quarter with the exception of the approved use of a Personal Day.

Bonus: \$80.00 per quarter

E. Trips

A trip is defined as transporting a group from school to a destination and returning them from the destination back to school.

- Trip pay is driver's route rate per trip hour.
- A flat 45 minutes will be added to the return time at the lot. This time is to allow for arrival at school and cleaning and fueling the bus upon return to the lot.
- Minimum trip pay is two (2) hours to include the 45 minutes noted in the previous bullet.
- Trips that are cancelled will pay the driver who signed for the trip at the following rates:
 1. Weekday trip prior to arriving at school– one (1) hour trip pay.
 2. Weekday trip cancelled after a driver arrived at school – two (2) hours trip pay.
 3. When school is not in session and trips cancel the day of the trip – two (2) hours trip pay.
 4. Trips that are rescheduled after they are bid out are considered a cancel and reschedule and will pay the appropriate cancel fee, regardless of whether the driver accepts or rejects the rescheduled date.
- Meal reimbursement of \$5.00 per meal will be paid for any trip of seven and one-half (7.5) hours or more. An additional \$5.00 will be authorized for each increment of four (4) hours above seven and one-half (7.5) hours.
- Overnight Trips, when the bus and driver remain with the group, will be posted for three (3) working days. Drivers may bid for the Trip, following the seniority bidding process. These Trips will be paid a minimum of eight (8) hours per day of the driver's pay at the increase referenced previously.