

FINAL OFFICIAL COPY

Collective Bargaining Agreement By and between

Crystal Lake Transportation Union IEA-NEA
(CLTU)

And

The Transportation
Joint Agreement (TJA)

Community High School
District #155
Community Consolidated School
District #47
Crystal Lake, Illinois

Effective
July 1, 2018 through June 30, 2020

Table of Contents

Article 1 - Recognition	1
1.1 Recognition.....	1
Article 2 – Association and Employee Rights	1
2.1 Dues	1
2.2 School Mail.....	1
2.3 Facilities-Equipment.....	1
2.4 Bulletin Boards	2
2.5 Photo Identification Card.....	2
2.6 Association Representatives	2
2.7 Communications	2
2.8 Recognition.....	2
Article 3 - Management Rights	3
3.1 General Rights	3
3.2 Employee Duties.....	3
3.3 Superseding Agreement.....	3
Article 4 – Negotiations.....	3
4.1 Distribution.....	3
4.2 Duty to Negotiate.....	3
4.3 Mediation.....	3
Article 5 - Grievance Procedure	4
5.1 Principles	4
5.2 Definition.....	4
5.3 Procedures	5
5.4 Arbitrators Fees	5
5.5 Postponement Fees	6
5.6 Grievance Files	6
5.7 Arbitrators Guidelines	6
5.8 Extending Time Lines	6
5.9 Dismissal	6
5.10 Documents	6
Article 6 - Assignments and Working Hours	7
6.1 Definition of Positions.....	7
6.2 Assignments/Additional Duties	8
6.3 Bidding and Keeping Routes	9
6.4 Posting of Routes and Unassigned Route(s).....	9
6.5 Splitting Route(s):.....	9

6.6 Vacant Route(s)	10
6.7 Additional Route(s)	10
6.8 Summer Route(s)	10
6.9 Required Posting Information	10
6.10 Unassigned Route Changes	11
6.11 Bidding Limits	11
6.12 Assignments of Routes	11
6.13 Awarding of Routes	11
6.14 Mid-Day Routes	12
6.15 Special Education Summer Routes	13
6.16 Regular Education Summer Routes	13
6.17 Facility Location Assignment	13
6.18 Assignment of Buses	13
6.19 Notification To CLTU	14
6.20 More than One Route	14
6.21 Reassigned Routes	14
6.22 Field/Athletic Trips and Miscellaneous Driving Trips	15
6.23 Trip Definitions	16
6.24 Posting	17
6.25 Assignments	17
6.26 Use of Availability List	17
6.27 Additional Field/Athletic Trips and Miscellaneous Driving Trips	17
6.28 Summer Field Trips	18
6.29 Field/Athletic Trip Miscellaneous Driving Trip Assignment Cancellations	18
6.30 Minimum	18
6.31 Overtime	19
6.32 Reporting To Work	19
6.33 School Closing	19
Article 7 - Working Conditions and Physical Setting	20
7.1 Monitoring Radio	20
7.2 Bus Stalls	20
7.3 Restrooms and Drivers' Room	20
7.4 Parking Spaces	20
7.5 Monitoring Equipment	20
7.6 Reimbursement of Overnight Trips	20
7.7 Buses Going Home	21
7.8 Drivers/Attendants Children on Bus	21

7.9 Medication	21
7.10 Lunch and Restroom.....	21
Article 8 - Bus Conduct Rules	22
8.1 Handbook Bus Rules' Student Conduct/Bus Evacuations	22
8.2 Drivers/Attendants Telephone List.....	22
Article 9 - General Employment Practices	22
9.1 Application Procedures.....	22
9.2 Continuing Employment.....	22
9.3 Probationary Period	23
9.4 Evaluation: Annual Evaluation.....	23
9.5 Voluntary/Involuntary Termination	23
Article 10 - Seniority, Transfers, and Reductions	24
10.1 Seniority.....	24
10.2 Seniority Accrual	24
10.3 Termination of Seniority	24
10.4 Seniority List	25
10.5 Work Related Injury	25
10.6 Transfers to New Position	25
10.7 Reduction in Force.....	25
Article 11 - Staff Development	26
11.1 Staff Development	26
Article 12 - Leaves of Absences.....	26
12.1 Sick Leave Days	26
12.2 Sick Leave Defined	27
12.3 Absence Due To Illness.....	27
12.4 Information	27
12.5 Jury Duty Leave.....	27
12.6 Family Medical Leave	27
12.7 Accident or Injury Leave.....	27
12.8 Personal Days	27
12.9 Association Business Leave Days	28
12.10 Leave Usage while Districts 47 and 155 Are Not In Session.....	28
Article 13 - Calendar	29
13.1 Work Year	29
13.2 Holidays.....	29
13.3 Accident Free Award Bonus.....	30
13.4 Anniversary Award.....	30

13.5 School Closure.....	30
13.6 Attendance Bonus.....	30
Article 14 - Insurance	31
14.1 Term Life Insurance	31
14.2 Health Insurance	31
14.3 IRS 125 Benefits.....	31
14.4 Insurance Committee.....	31
14.5 Administering Agent	31
14.6 Administration Fee	31
14.7 Employee Responsibility.....	32
Article 15 - Wages and Reimbursements	32
15.1 Wages	32
15.2 Reimbursements	32
15.3 Training Position	32
15.4 Pay Option	33
Article 16 - Discipline Discharge	33
16.1 Discipline Policy.....	33
16.2 Bypass of Grievance Steps	33
16.3 Association Representative.....	33
16.4 Letters of Discipline	33
16.5 Oral Warnings.....	34
16.6 Personnel Files	34
Article 17 - Jackets	34
17.1 Jackets.....	34
Article 18 - Subcontracting.....	34
18.1 Subcontracting	34
Article 19 - No Strike	35
19.1 No Strike.....	35
19.2 Waiver of No Strike Clause.....	35
19.3 No Lockout Provision.....	35
Article 20 - Technical Clauses.....	35
20.1 Savings Clause.....	35
20.2 Contractual Amendments	35
20.3 Complete Understanding	35
Article 21 - Termination Clause	36
Appendix A.....	37
2018-2019 Driver Schedule.....	37

2019-2020 Driver Schedule.....	37
2018-2019 Attendant Schedule	38
2019-2020 Attendant Schedule	39

Article 1 - Recognition

1.1 Recognition

The Transportation Joint Agreement is hereinafter known as "TJA." TJA represents Community Consolidated School Board #47 and Community High School Board #155, and hereby recognizes Crystal Lake Transportation Union IEA-NEA, hereinafter known as "the Association" or "CLTU" as the sole and exclusive bargaining representative on behalf of all Full-Time and Part-Time Bus Drivers and Bus Attendants employed by the TJA excluding all supervisory, managerial, confidential, and short term personnel, support personnel exclusive of all regularly employed Bus Drivers, Teachers and Students as defined by the Illinois Educational Labor Relations Act.

Article 2 – Association and Employee Rights

2.1 Dues

- A. A member may authorize dues deductions by presenting an authorization card to the Association on or before September 1st, or the first of any month, thereafter for new employees. The TJA shall deduct from the pay of each member, the dues of the Association. The amount specified by the Association will be deducted from the Employee's paycheck.
- B. Such authorization shall not be revocable for a period that is lesser of one (1) year or the remainder of the term of this Agreement. If a member resigns prior to termination of the effective period of the then current authorization, the TJA shall deduct the dues for the month in which the resignation takes place from the Employee's last check.
- C. All dues deducted by the TJA shall be remitted to the Treasurer of the Association, no later than fifteen (15) days after such deductions are made.
- D. The Association shall indemnify and hold harmless the TJA from any and all claims, demands, suits, and costs, incurred in connection with any such claim, demand, suit, resulting from any reasonable action taken or omitted by the Employer for the purpose of complying with the provisions of this Section. The TJA shall be allowed to select their own counsel.

2.2 School Mail

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

2.3 Facilities-Equipment

The duly Authorized Representatives of the Association will be able to utilize school facilities and/or transportation facilities for meetings and use the TJA copy machine for CLTU business, provided the proper Administrator has been contacted in advance of the use.

2.4 Bulletin Boards

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

2.5 Photo Identification Card

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

2.6 Association Representatives

The Association shall notify the TJA Board in writing of the Officials representing the Association.

2.7 Communications

All contractual communications from the TJA shall be directed to the President and Vice President of the Association.

Regular TJA Advisory Board Meetings will be posted on the bulletin board in the Driver's room indicating date, time, and place at least forty-eight (48) hours prior to the meeting. This does not preclude the TJA Advisory Board from conducting an emergency meeting if the need arises. Posting should be as soon as TJA becomes aware of the necessity of having an emergency meeting. Minutes from the TJA Advisory Board meetings will be posted on the bulletin board within forty-eight (48) hours of Board approval.

2.8 Recognition

All Representatives designated by the President of Association shall be recognized as Representatives of the Association in representing Drivers and Bus Attendants.

Article 3 - Management Rights

3.1 General Rights

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

3.2 Employee Duties

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

3.3 Superseding Agreement

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

Article 4 – Negotiations

4.1 Distribution

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

4.2 Duty to Negotiate

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

4.3 Mediation

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

Article 5 - Grievance Procedure

5.1 Principles

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

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

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

Hearings and conferences under this procedure shall be conducted at a time and place mutually acceptable to both parties. The location shall afford a fair and reasonable opportunity for all persons, including witnesses, and will be held insofar as possible after regular driving hours or during non-driving time of all TJA Employees covered by this contract involved. Any investigation or other handling of any grievance by the Grievant or the Association shall be conducted so that no interference or interruption of the workday or related activities will occur. Meetings scheduled for grievance hearings will be held after employee work hours. If management chooses to schedule a grievance meeting/hearing during an Employee's work hours, the Employee and one (1) Association Representative will not lose any pay.

5.2 Definition

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

1. A description of the specific grounds of the grievance indicating names, times, dates and places necessary for a complete understanding of the alleged grievance.
2. A listing of the alleged contract Agreement provisions violated.
3. A listing of specific actions requested of the Administration which will remedy the grievance.
4. The filing date and the signature of the Grievant filing the grievance.
5. Upon written request, management and/or the TJA Board shall provide the Association with copies of pertinent documents (allowed by law) relevant to processing of the grievance. The Association will receive said information within six (6) working days.

5.3 Procedures

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

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

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

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

STEP FIVE: If the Grievant or the Association is not satisfied with the disposition of the grievance in Step Four, the Grievant, or the Association may submit the grievance to final and binding arbitration through the Federal Mediation and Conciliation Service (FMCS) which shall act as administrator of the proceedings. If a demand for arbitration is not filed within fifteen (15) working days of the date of the Step Four answer, the grievance shall be deemed withdrawn with prejudice. By mutual agreement any decision by an Arbitrator shall not alter any terms of this Agreement.

5.4 Arbitrators Fees

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

5.5 Postponement Fees

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

5.6 Grievance Files

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

5.7 Arbitrators Guidelines

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

5.8 Extending Time Lines

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

5.9 Dismissal

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

5.10 Documents

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

Article 6 - Assignments and Working Hours

6.1 Definition of Positions

- A. BUS DRIVER: An Employee of TJA who drives a bus for the transportation of students.
- B. PERMANENT SUBSTITUTE BUS DRIVER: An Employee who is available for all assignments including routes, field/athletic trips, and miscellaneous driving duties, during scheduled A.M. and P.M. time periods. Permanent Substitute positions will be posted each year. Any additional assigned substitute positions that management feels may be needed in the future will be posted. All Permanent Substitute Bus Drivers must be cross-trained to do both Regular Education and Special Education.

Hours for Permanent Substitute Bus Drivers are as follows:

A.M. = 5:45 A.M. to 8:45AM

P.M. = 1:45 P.M. to 4:30PM

Assignment of work to substitute Drivers/Attendants shall be according to available hours, then by seniority. The most senior Permanent Substitute Bus Driver will receive the assignment with the most hours.

- C. AVAILABLE SUBSTITUTE BUS DRIVER: A Driver acting in a substitute driving capacity not defined in 6.1.b

Hours for Available Substitute Bus Drivers are as follows:

A.M. = 5:45 A.M. to 8:45AM.

P.M. = 1:45 P.M. to 4:15PM.

Assignment of work to Substitute Drivers/Attendants shall be according to available hours then by seniority. The most Senior Available Substitute Bus Driver will receive the assignment with the most hours.

- D. DRIVERS: As defined in Section 6.1.4 (a, b, & c) may be allowed to change status only one (1) time during the regular school year.
- E. CLASSIFICATION: The set(s) of route(s) that have been bid on and awarded, defines the Driver's classification during the regular school year.
- F. ATTENDANT: An Employee of TJA who assists the Bus Driver in loading/unloading passengers and management of passengers. Bus Attendants shall perform all Attendant duties including, but not limited to, kindergarten help and summer school.

1. A.M. and P.M. Routes, including Mid-Day routes for Attendants, will be bid in accordance with seniority.

2. Whenever a position for an Attendant is posted, it shall be assigned to an Attendant only, until all Attendants are assigned.

G. PERMANENT SUBSTITUTE ATTENDANT: Hours for Permanent Substitute Attendant are as follows:

A.M. = 6:15 A.M. to 9:00 A.M.

P.M. = 1:30 P.M. to 4:15 P.M.

Assignment of work to Permanent Substitute Drivers/Attendants shall be according to available hours then by seniority. The most senior Permanent Substitute Attendant will receive the assignment with the most hours.

H. AVAILABLE SUBSTITUTE ATTENDANT: An Attendant waiting for a permanent route. Hours for Available Substitute Attendant are as follows:

A.M. = 6:15 A.M. to 8:30 A.M.

P.M. = 1:30 P.M. to 3:45 P.M.

Assignment of work to available substitute Drivers/Attendants shall be according to available hours then by seniority.

6.2 Assignments/Additional Duties

- A. REGULAR EDUCATION ROUTE: The scheduled act of picking-up and/or delivering students to one or more destinations for regular education purposes during the regular school term as defined by District #47 and District # 155.
- B. SPECIAL EDUCATION ROUTES: The scheduled act of picking-up and/or delivering students that are scheduled special education qualified, to one or more destinations.
- C. SHUTTLES: School to school or school/s to destination/school.
- D. MID-DAY ASSIGNED SUBSTITUTES: Assigned Substitute positions will be posted each year. To be awarded this assignment, the Driver must be qualified to drive regular and special education routes. Any additional assignment substitute positions that management feels may be needed in the future will be posted
- E. FIELD/ATHLETIC TRIPS: District #47 and/or District #155 activities that require transportation of students different from transporting students to and from school for the regular school day.
- F. MISCELLANEOUS DRIVING TRIPS: Transportation of students and/or adults for outside organizations (e.g. Park District, YMCA, Scouts, etc.)
- G. SUMMER ROUTES: The scheduled act of picking-up and/or delivering students to one or more destinations for regular education and/or special education purposes during the summer term as defined by District # 47 and District # 155.

H. ADDITIONAL DUTIES: Activities not related to the direct transportation of students. These additional duties are, but not limited to:

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

These additional duties may be posted for bid or via the availability list.

I. TRAINING: Driver/Attendant Trainer: A driver or attendant who serves as a trainer to train prospective drivers and/or attendants,

6.3 Bidding and Keeping Routes

By the last working day in May Drivers must notify, via a form provided by management, of their intent to retain their present route assignment. If the Director of Transportation determines reasonable cause exists for denial, the Employer will send tentative written notification no later than August 1st. All Regular Education and Special Education routes, and to all applicable school calendars if and when made available, shall be placed in each Driver's folder at the beginning of the school year meeting.

6.4 Posting of Routes and Unassigned Route(s)

Routes that have not been requested by the previous year's Driver and assigned by the Director of Transportation pursuant to Article 6.3 above and new routes that have been established. No later than two (2) weeks prior to the August Driver's meeting, all available unassigned routes shall be posted for bidding and shall remain posted until 2:00 P.M. the day of the Driver meeting, at which time bidding shall be completed. All maps for the unassigned routes shall be available for Drivers to review at this time. Management reserves the right to package routes. On the first day of school, all unassigned routes will become vacant routes. Last minute changes outside of TJA control will be discussed with the Association prior to posting.

6.5 Splitting Route(s):

A route split is defined when management must add a route to an existing route due to boundary change and/or add a route to an existing route because of time constraints or an excess of students on a given route. In these cases, management shall offer first choice to the present Driver/Attendant of said routes. Driver/Attendant of the route that was split shall have first pick of route. The other newly created route will be posted pursuant to Article 6.4 if management decides a new grid needs to be created (several routes dissolved, and new routes created) the Drivers/Attendants involved will be offered their choice by qualification and seniority. If all the involved

Drivers/Attendants receive a route and if there are any newly created routes still available, those routes will be posted as described in Article 6.4

6.6 Vacant Route(s)

Routes that remain unassigned as of the first day of school or an established route that becomes available after the regular school term has begun. All vacant routes shall be posted for bidding and remain posted for one (1) workweek at which time bidding shall be completed. This will continue to be posted until assigned to a Driver/Attendant at which time the name of the Driver/Attendant assigned the vacant route will be posted. Everything posted will be awarded. If no bidder, the posting will remain on the board until there is a bidder. If no bidder, the route shall be assigned to the least senior Driver/Attendant available.

6.7 Additional Route(s)

If, at the determination of the Director of Transportation, an additional pickup or delivery of (a) student(s) to one or more destinations that adds twenty (20) or more minutes to an existing route it will be posted for bidding (except if the addition(s) fall within the two (2) hour minimum guarantee) and remain posted for one (1) work week, at which time bidding shall be completed. Such assignments shall not be necessarily contingent upon attachments to an existing route. Additions may be added to an existing route if it falls within the two (2) hour minimum. Everything posted will be awarded. Any additional pick-up or delivery of a student(s) to one or more destinations that adds less than twenty (20) minutes within the two (2) hour minimum will be assigned at the discretion of management. If no bidder, the posting will remain on the board until there is a bidder. If no bidder, the route shall be assigned to the least senior Driver/Attendant available

6.8 Summer Route(s)

All Summer Routes/work shall be posted at one time, if available for bid at least ten (10) business days prior to the end of the regular school term. These Summer Routes will remain posted for five (5) business days at which time bidding shall be completed. Additional or late Summer Routes shall be posted for the duration of the original post. These Summer Routes shall be assigned together with the original post. All Summer Routes that are received and posted after the original bid shall be posted for three (3) days at which time bidding shall be completed.

6.9 Required Posting Information

1. Tentative start date
2. Tentative end date
3. Estimated number of hours per day
4. Estimated number of days per week and per school year
5. Special instructions, directions, and detailed maps
6. Special bus requirements
7. If a Bus Attendant is required
8. School calendar, when and if made available (out of district schools)

6.10 Unassigned Route Changes

Any changes made to a posted route for bid, shall be pulled down and reposted for an additional seven (7) days. In addition, a telephone call shall be placed to those who have signed the bid list that was pulled off the board. If there are changes made to a newly awarded route, the Route Manager shall call the Driver/Attendant to discuss said change.

6.11 Bidding Limits

- A. Drivers and Attendants bidding on all Regular and Special Education Routes during the regular school year may only bid on another route two (2) additional times after their original bid. Should a route be deleted or dissolved, the first bid following the deletion shall not be counted towards the additional bid. Exception: When a Driver/Attendant has exhausted this limit, they may bid one (1) additional time if selecting again would increase the Driver/Attendant's hours by one (1) or more hours per day.
- B. Drivers and Attendants bidding on all Mid-Day Routes (including sub status) may only bid on another route one (1) additional time after their original bid.
- C. Drivers and Attendants bidding on all Sumer Routes may only bid on another route one (1) additional time after their original bid.

6.12 Assignments of Routes

DETERMINATION: Routes shall be determined on the basis of all qualifications for the position, including skill, knowledge, positive past evaluations, and the willingness to perform the required work. In the event that more than one (1) bidder bids on posted routes and the bidders are equal in skill, knowledge, positive past evaluations and willingness to perform the required work, the seniority will govern. The Employer reserves the right to choose the most qualified candidate in the event of bidding. In the event that no bids are received from qualified Employees for a route, the position will be filled at the sole discretion of the Employer. These Drivers may ride/drive Special Education Routes and Regular Education Routes, only with the approval from TJA management, to make a decision. No pay will be provided for the time spent riding.

6.13 Awarding of Routes

Hours: Total of regularly scheduled route hours worked.

Classification: Regular Education, Special Education or Substitutes (pursuant to section 6.1).

Seniority in Classification: As defined, pursuant to Article 10.

Management will award A.M. or P.M. or newly created routes on Regular Education Routes to the person that has bid and is:

1. Under forty (40) hours, Regular Education or Substitutes Drivers has to be qualified and most senior (If nobody then)
2. Under forty (40) hours, Special Education Driver has to be qualified and most senior (if nobody then)
3. Any Regular Education or Substitute Driver (if nobody then)
4. Any Special Education Driver has to be qualified and most senior (if nobody then)

5. Will remain posted until someone bids that is qualified or trained.
6. All work must be awarded even if it places Driver over forty (40) hours worked.

Management will award A.M. or P.M. or newly created routes on Special Education Routes to the person that has bid and is:

1. Under forty (40) hours, Special Education or Substitutes Drivers have to be qualified and most senior (if nobody then)
2. Under forty (40) hours, Regular Education Driver or Substitute Driver has to be qualified and most senior (if nobody then)
3. Any Special Education or Substitute Driver has to be qualified and most senior (if nobody then)
4. Any Regular Education under forty (40) hours. Driver has to be qualified and most senior (if nobody then)
5. Will remain posted until someone bids that is qualified or trained.
6. All work must be awarded even if it places Driver over forty (40) hours worked.

Shuttles between schools during A.M. start times and P.M. end times will be bid per contract bidding and shall be assigned to the most senior Driver with an existing route at the same school. If no bidder, the route will be assigned to the least senior Driver/Attendant.

Employees have the option at the end of the school year to retain their routes. However, it is important to remember only A.M. and P.M. routes within your classifications will be considered available to keep from year to year. All Mid-Day, Kindergarten, Shuttles, Activity Routes, and out of classification work will be pulled from the employee's file to be posted for bid the following year.

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

Drivers and/or Attendants who have a route that has been split shall be offered a choice of the split routes.

Any and all changes to routes and/or trips shall require personal contact from office personnel prior to any changes.

Beginning after the 3rd full week of the school year, route change/additions/subtractions will be placed in mailboxes with highlighted changes.

Weekly field trips will be posted for bid.

6.14 Mid-Day Routes

Defined times for Routes - A.M. ends at 9:30, Mid-Day 9:30 - 12:45, and P.M. 12:45 to close. To qualify to bid on an available Mid-Day Route, an Employee must have an A.M. and P.M. route. Subs will be incorporated into

the bidding process for Regular Education in seniority order. Drivers and Attendants bidding on all Mid-Day routes (including sub status) may only bid on another Mid-Day Route one (1) additional time after their original bid. Special Education drivers must drive a full set of AM and PM special education routes for a full calendar year prior to being eligible for a special education midday route unless there are no other bidders.

6.15 Special Education Summer Routes

Bidding will consist of two (2) rounds:

The first round of bidding will include all Drivers, by seniority, who have driven a Special Education Route set for a minimum of one (1) calendar year; and continued with a Special Education Route until the end of the calendar year.

The second round of bidding will include, by seniority, the remaining qualified Drivers:

When bidding on Summer Routes, each Driver will choose one (1) set of routes. Each set of routes will not exceed four (4) hours per day except for out of District Routes. A Driver may not bid on a second set of routes until all interested and qualified Drivers have had a chance to bid on a set of routes.

Drivers and Attendants bidding on all Summer Routes may only bid on another route one (1) additional time after their original bid.

6.16 Regular Education Summer Routes

Regular Education (A.M. and P.M.) Drivers who had an assigned Regular Education Route set before the first day of the school year immediately prior to the summer sessions will bid and be awarded the Regular Education Summer Routes first based on Section 6.3 of the contract. Regular Education (A.M. and P.M.) Drivers who receive an assigned Regular Education Route after the first day of the school year immediately prior to the summer session will bid and be awarded the Regular Education Summer Routes second based on Section 6.3 of the contract. Once all Regular Education Drivers who have bid on a route have been assigned, other Drivers who have bid on these routes may be assigned per Section 6.3 of the contract. In the event that no bids are received from qualified Drivers for Regular Education Summer Routes, the positions will be filled at the sole discretion of the Employer.

When bidding on Summer Routes, each Driver will choose one (1) set of routes. Each set of routes will not exceed four (4) hours per day except for Out of District Routes. A Driver may not bid on a second set of routes until all interested drivers have been able to bid on a set of routes. Drivers and Attendants bidding on all Summer Routes may only bid on another route one (1) additional time after their original bid.

6.17 Facility Location Assignment

TJA has the sole management right to determine at which facility a route is assigned.

6.18 Assignment of Buses

- A. **RESPONSIBILITY:** The assignment of the buses to Drivers is the responsibility of the Director of Transportation.

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

C. ASSIGNMENT PROCEDURES:

1. Drivers may retain their bus from year to year as long as their bus meets route requirements.
2. New unused buses are assigned to the most senior Drivers who work both A.M. and P.M. routes as long as their bus meets route requirements.
3. A Driver is assigned to a new unused bus for three (3) years. Drivers who elect to take a new unused bus will not be eligible for another for an additional three (3) years. New buses for bid purposes shall remain a new bus for the first year it is placed into service regardless of how many Drivers are assigned.
4. Any Driver can turn in his/her bus at any time and select another bus from the pool of available vehicles as long as the selected bus meets route requirements. A Driver will be allowed to turn in and select another bus under this provision only one (1) time per school year.
5. If a Driver accepts a new unused bus and then elects to drive A.M. or P.M. only, then the bus will be placed back on the bus availability list.
6. Buses may be assigned to a route based on the needs of the students. If this is the case, the buses that are suitable for that route will be posted with the route.
7. All buses will be listed on the board. TJA Management reserves the right to choose spare buses that will not be posted for bid.
8. All new, unused buses will be posted for bid unless a new unused special education bus is needed for a spare.

6.19 Notification To CLTU

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

6.20 More than One Route

During the regular school year, a Driver/Attendant may select more than one (1) route as long as he/she does not exceed forty (40) hours of route time per week. This does not prohibit the Director of Transportation from Requiring Drivers/Attendants to work more than forty (40) hours per week in an emergency situation on a temporary basis.

6.21 Reassigned Routes

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

6.22 Field/Athletic Trips and Miscellaneous Driving Trips

All Drivers who work an AM and PM shift are encouraged to sign-up for any and all field trips. When the bid sheet comes down (Tuesday morning at 9:30 a.m.), hours, seniority, and qualifications are used to award said trips.

It is important to remember that Mid-Day Routes will not be substituted to allow for a trip. Employees should not sign-up for a trip that would interfere with their Mid-Day substitute driving, Kindergarten or Special Education Mid-Day Route.

In preparation for the awarding process all trips are assigned an estimated total time. This estimate is added to your total hours for the week when you are awarded a trip. Your route hours will be posted on the bid list weekly, so an Employee may properly bid on trips that are in their hour range. If an Employee has additions or subtractions regarding their weekly hours they must report same to dispatch prior to Tuesday morning at 8:00 A.M.

If bidding is during school break times or summer, alternate hours may be posted after discussion between TJA and CLTU.

- A. FIRST BID LIST: The first person on the seniority list with less than forty (40) hours will be awarded his/her first available choice providing the added trip does not put the Driver over forty (40) hours. Dispatch continues down the seniority list to the next person with less than forty (40) hours and award his/her first available choice. This process continues until every bidding Driver has reached a maximum of forty (40) hours and receives a dot, which indicates the Driver is not eligible for additional trips on the initial bid list. Each rotation is done with a different color to show the Driver which rotation the trip was awarded. When the initial bid list is exhausted, any unassigned trips or late call-ins will be placed on the re-post list. A copy of available trips will be posted weekly at all transportation locations either in hard copy or electronic format.
- B. RE-POST: Re-post will be posted by 2:00 P.M. on Tuesday and taken down Thursday at noon. The re-post procedure is performed the same way as the bid with the addition that any trips left over will be awarded by seniority on a rotating basis until all numbers (Trips) have been exhausted without hours being a factor. A copy of available trips will be posted weekly at all transportation locations either in hard copy or electronic format.
- C. POSTED AWARDED TRIPS: A copy of Awarded Trips shall be posted at all transportation locations (i.e., Main Transportation Office, Leach Lot, etc.).
- D. NON-AWARDED/LATE CALL-INS: Trips that were not awarded or received after re-post, dispatch will ask Drivers who have signed "yes" on the availability list. This process will start at the top of the availability list, by seniority, with available hours. Once this process has been exhausted, and in accordance with seniority, hours will not be a factor.
- E. LOST HOURS: Any and all lost Route hours, plus trip hours, shall be added back into available work hours each week for Regular Education Drivers, Special Education Drivers and Attendants. Exception: as noted in "Turn Back Trips" provision below.
- F. TURNED BACK TRIPS: If any Driver turns back three (3) trips within one (1) calendar month, the Driver will not be awarded any trips for the following week. In addition, the Driver shall not be allowed

to bid or be awarded a re-post trip and the hours involved shall not be put back in for available services for the same week.

- G. AVAILABILITY LIST: The Availability List will start at the top and move down utilizing seniority and hours to award work. Dispatch will use the list in a continuing rotation going back to the top only after exhausting all Drivers. Dispatch will attempt to contact Drivers who are not in attendance, if updated telephone numbers have been provided. Once all procedures have been followed, grievance pertaining to non-awarded/late call-ins will not be accepted. Any voicemail message left with a Driver to fill a route/trip shall require a two (2) minute waiting period before dispatch contacts the next person on the availability list. Exception: In cases of emergency where work must be performed immediately.
- H. EMERGENCY LIST: One (1) Emergency List shall be utilized per school year to rotate throughout the year. Dispatch shall notify the next two (2) Drivers/Attendance each Friday to be "on-call" for any last-minute work for the upcoming weekend. If a Driver/Attendant states they are not available, Dispatch shall notify the next Driver/Attendant on the Emergency List. Each subsequent weekend, Dispatch shall notify the next two (2) Driver/Attendant on the regardless of the outcome of prior weekend. Available hours shall not be factor in assigning. The Driver/Attendant who has confirmed availability must accept an assignment if called to work. The driver/attendant will receive two (2) hours of pay per day for being on call and, if actually called to work, will also receive pay for all hours worked over the two (2) hours. (EXAMPLE: Driver on call who is not called in for any work = 2 hours pay; driver on call who is called in for 1 hour of work = 2 hours pay; driver on call who is called in for 4 hours of work = 4 hours pay).

6.23 Trip Definitions

- A. TRIP EXPECTATIONS: For field trips that are scheduled for 5 hours or more, Drivers will be able to go five (5) miles each way and one (1) hour immediately following the drop unless (1) the coach/sponsor notifies the driver that he/she cannot leave or (2) the driver receives prior approval to do otherwise by the Director of Transportation or designee. TJA shall discuss with CLTU the pre-determined field trips that are picked up/drop offs at the beginning of each school year. This list shall be posted on the bulletin board and shall not be changed during the school year.

If a Driver calls in sick the last work day of the week, the Driver must notify the Director of Transportation or designee at that time the driver calls in of the likelihood that the Driver will be able to perform any assigned weekend routes.

- B. TRIP LIST: A sheet consisting of all field/athletic trips and miscellaneous driving trips that begin on any Monday to Sunday.
- C. DRIVERS' BID LIST: This will consist of a list of Drivers in seniority order (as defined in section 10.4.B) including their route hours for the week and a column for the trip and re-post assignment Hours. If there is a schedule change in the week, route hours posted will reflect such change.
- D. AVAILABILITY LIST: A list that is posted on the Drivers' bulletin board that allows Drivers to indicate which days of the week that they are available to drive a field/athletic trip and/or a miscellaneous driving trip. This Availability List will be used for all unassigned field/athletic trips and unassigned miscellaneous driving trips. Availability List assignment considerations are based on seniority, hours worked, timeframe, and location of Drivers proximity to the field/athletic trip and/or miscellaneous driving trip location. The availability list will be used on a rotating basis beginning at the top of the list and proceeding downward until the trip is assigned. Once an Employee has selected a trip based on the information provided on the availability list, they will not be eligible for another trip until all Employees listed on the

availability list have been given a chance to accept or decline a trip. In the even that a trip is rescheduled due to cancellation or postponement, the Employee awarded the trip shall have the opportunity to accept or decline the rescheduling of said trip, if within the same workweek.

E. All bids and trips are awarded by the posted estimate of hours.

6.24 Posting

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

6.25 Assignments

The trips list will be removed from the bulletin board on Tuesday at 9:30am. Management will assign field/athletic trips and miscellaneous driving trips to those who have bid beginning at the top of the list and proceeding downward and giving consideration to driver seniority, and hours worked until all trips that have received a bid have been assigned. The seniority list (as defined in section 10.1) will be used on a rotating basis.

6.26 Use of Availability List

Any field/athletic trips and miscellaneous driving trips that have not been assigned after the re-posting will be offered to Drivers with available hours, based on the Availability List. Management will make contact with the Drivers on the availability list and make assignments based on seniority (as defined in 10.1), hours worked, time frame, and location of Drivers proximity to the trip location. If Management has worked their way through the Availability List and there are still field/athletic trips and miscellaneous driving trips unassigned, management shall begin again at the top of the seniority list, regardless of hours or availability, and ask down the list in seniority order and force up from the bottom of the list of trained Drivers. Trainer's hours are to be included in weekly hours for calculation of miscellaneous and last-minute trip hours. The availability list will start at the top and move down using seniority and hours to award work. Dispatch will use the list in a continuing rotation going back to the top only after exhausting all Drivers or at the beginning of the week. Dispatch will attempt to contact Drivers who are not in attendance, if updated telephone numbers have been provided. Once all procedures have been followed, grievances pertaining to Unawarded/Late Call-ins will not be accepted.

6.27 Additional Field/Athletic Trips and Miscellaneous Driving Trips

NOTIFICATION BEFORE/DURING TRIP WEEK: All trips that are received by the TJA office after the original bid list has been posted but before/during the trip week begins will be handled in the following manner:

1. Additional trips received during the 1st week of posting will be added to the bid list and all timelines will apply.
2. Additional trips received during the initial posting period will be added to the repost list and all timelines will apply.
3. Additional trips received more than twenty-four (24) hours before the trip week but less than seventy-two (72) hours before the trip week will be subject to the use of the Availability List on a rotating basis.
4. Additional trips received less than twenty-four (24) hours or other emergency during the trip week shall be assigned by management.

6.28 Summer Field Trips

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

1. Seniority in classification (as defined in Article 10)
2. Hours
3. Trips may not conflict with existing routes or Mid-Day Routes
4. Drivers are to prioritize their bidding e.g., number the most desired trip #1, the second most desired trip #2, etc. When an Employee signs their name on the bid sheet, it shall be their responsibility to prioritize by numbering said choices.
5. All Employees should sign-up on the availability list each bid week, for any chance of last minute trips.

6.29 Field/Athletic Trip Miscellaneous Driving Trip Assignment Cancellations

- A. **WEATHER RELATED CANCELLATIONS:** In the event a field/athletic trip or a miscellaneous driving trip is cancelled two (2) hours prior to the time the Driver must report for work for that trip, the Driver will receive no pay for the trip. If a trip is cancelled in less than two (2) hours prior to the time the Driver must report for work for that trip, the Driver will receive two (2) hours of applicable regular pay unless the trip was to be performed concurrently or consecutively with another assignment.
- B. **NON-WEATHER-RELATED CANCELLATIONS:** In the event a field/athletic trip or a miscellaneous driving trip is cancelled twelve (12) hours prior to the time the Driver must report for work for that trip, the Driver will receive no pay for the trip. If a trip is cancelled in less than twelve (12) hours prior to the time the Driver must report for work for that trip, the Driver will receive two (2) hours of applicable regular pay unless the trip was to be performed concurrently or consecutively with another assignment.
- C. **TRIP NO-SHOW:** If a Driver is a "no-show" for any trip, said Driver will not be permitted and subsequently be awarded another trip for a period of thirty (30) days from the date of the "no-show".

6.30 Minimum

- A. **PAY:** All drivers/attendants must be available during Middle school, High school and Elementary route times. All Drivers/Attendants assigned a route(s), field/athletic trip, and miscellaneous driving trips receive a minimum of two (2) hours regular pay. However, if a route(s), field/athletic trip, and/or miscellaneous driving trips are performed concurrently or consecutively, one two (2) hour minimum applies for all route(s), field/athletic trips, and/or miscellaneous driving duties performed at that time. If a Driver reports for duty for a field trip and the District 47 or District 155 School or team fails to show-up, the Driver will be paid fifty-percent (50%) of the hours that were estimated for the trip.

Special Education driver whose student does not attend school other than scheduled calendar days off shall be a substitute driver to not lose pay or hours.

- B. **OVERNIGHT TRIPS:** All overnight trips will be guaranteed a minimum of ten (10) hours for the day following the night spent.

- C. BETWEEN TIME: If a route(s), and/or a field/athletic trip, and/or a miscellaneous driving trip begins within thirty (30) minutes of the scheduled end of an Employee's regular route, the Employee shall be paid for the period between the scheduled end of the route and/or the field/athletic trip, and/or the miscellaneous driving trip and the beginning of the route and/or the field/athletic trip and/or the miscellaneous driving trip. In all such situations, the minimum two (2) hour pay shall not apply.
- D. HOURS: Work hours are defined as those times that the Director of Transportation determines necessary to start and end an assignment.

6.31 Overtime

Overtime shall be defined as all hours actually worked beyond forty (40) hours in one week (Monday through Sunday). Overtime shall be paid at the rate (not to exceed) one and one-half times (1.5x) the Employees applicable regular hourly rate of pay.

6.32 Reporting To Work

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

6.33 School Closing

When school closings are deemed necessary, the Driver/Attendants shall be notified via telephone of such closing. Those early A.M. route Drivers/Attendants who arrive at the TJA facility and have not been notified of the school closing will be entitled to two (2) hours of applicable regular pay.

TJA shall contact Drivers/Attendants as soon as possible following a decision to close a school has been made. If a telephone call is not received by the Driver/Attendant and there is inclement weather, Drivers and Attendants shall call TJA's main telephone number prior to leaving for work. Drivers/Attendants will not be paid for coming to work if these procedures are not followed.

Article 7 - Working Conditions and Physical Setting

7.1 Monitoring Radio

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

7.2 Bus Stalls

TJA shall see that all bus stalls are designated and are twelve (12) feet in width. The parking stalls will allow safe entry into the vehicle and adequate maneuvering space for the safe operation of all vehicles in the parking lot.

7.3 Restrooms and Drivers' Room

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

7.4 Parking Spaces

TJA will provide assigned parking (TJA ONLY) for private passenger vehicles in the immediate area for all Employees during their working hours.

7.5 Monitoring Equipment

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

7.6 Reimbursement of Overnight Trips

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

7.7 Buses Going Home

With prior approval and a copy of approval to the Driver from the Director of Transportation or his/her designee, Drivers may be allowed to bring buses home if they have a Mid-Day Route and go directly to the school at mid-day time and during pick-up/drop off trips. Approval will be based on, among other considerations, the proximity of the pick-up/drop off location to the Driver's home.

7.8 Drivers/Attendants Children on Bus

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

7.9 Medication

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

7.10 Lunch and Restroom

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

Article 8 - Bus Conduct Rules

Vehicle Operator/Attendant Employee Handbook

8.1 Handbook Bus Rules' Student Conduct/Bus Evacuations

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

8.2 Drivers/Attendants Telephone List

Drivers/Attendants will be given a form issued by management to be completed to provide approval to add that Driver/Attendant's full name, telephone number, and address to the list. Management will distribute a copy to all Drivers/Attendants. Drivers/attendants must provide updated information, when applicable.

Article 9 - General Employment Practices

9.1 Application Procedures

The employment of all transportation Employees shall be executed by the Director of Transportation or designee and approved by the Administering Board of Education at their next regularly scheduled meeting. Once employment is approved, the full name, address, and telephone number of all newly hired employees will be made available, with Employee approval, to Association in a timely manner.

9.2 Continuing Employment

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

1. Physical examination, at a clinic/hospital designated by the TJA*.
2. Drug Testing, at a Board-approved facility.
3. Eye Examination, by a Board-approved examiner.
4. Annual refresher course. The TJA will reimburse each employee for the fee charged for the State mandated annual refresher course at the end of each school year. (Paid two (2) hours).
5. Upgrade or renew their CDL. All Drivers shall receive reimbursement for the cost to upgrade or renew the CDL after the Administrative District's School Board Meeting immediately following the submission of proof of the upgrade or renewal to the TJA administrative office.

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

9.3 Probationary Period

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

9.4 Evaluation: Annual Evaluation

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

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

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

9.5 Voluntary/Involuntary Termination

Employees shall provide a two (2) week written notice prior to voluntary termination of their employment. Any termination will be reported in a timely manner to CLTU.

Article 10 - Seniority, Transfers, and Reductions

10.1 Seniority

- A. For employees hired prior to July 1, 2018, seniority shall be defined as the length of consecutive service in the District within the respective classification of bargaining unit position as set forth below and shall accumulate from the "Date of Hire" as that term was defined in the 2015-2018 collective bargaining agreement between TJA and Teamsters Local 731.

Classifications within Bargaining Unit:

- A. Bus Driver
- B. Bus Attendant

- B. For employees hired on or after July 1, 2018, seniority shall be defined as the length of consecutive service in the District within the respective classification of bargaining unit position as set forth below.

Classifications within Bargaining Unit:

- A. Bus Driver
- B. Bus Attendant

Seniority shall accumulate from:

- the date on which the employee completes training for the position when using seniority to determine the order of dismissal when implementing a reduction in force; OR
- the first date on which the employee works in the position (post training) when using seniority for all other purposes (such as bidding on routes or selecting buses)

Employees who have not successfully completed their probationary period shall not have seniority. Employees who successfully complete their probationary period shall have seniority as defined above in this Section B.

10.2 Seniority Accrual

Seniority shall accrue on the basis of a 182-day school year. Employees shall not accrue seniority during unpaid leaves of absence. Seniority will resume and continue to accrue when the Employee returns to work.

10.3 Termination of Seniority

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

- A. Voluntary or involuntary termination.
- B. Transfer to a non-bargaining unit position.
- C. An Employee fails to provide 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 via certified mail.
- D. The Employee is retired.

- E. The Employee has knowingly or intentionally falsified records.
- F. The Employee engages in a work stoppage or other concerted action against the Employer in noncompliance with the IELRB.

Although employees lose seniority credit upon retirement, retirees who return to work for TJA will be paid at the same rate of pay that was being earned when the returning employee retired.

10.4 Seniority List

- A. An updated Drivers/Attendants (Hire Date) seniority list shall be posted quarterly (August-June). A copy of the updated list will be presented to CLTU at the time of posting.
- B. At the beginning of each month, a posting will be made to establish seniority for the month utilizing the criteria as established in Section 10.2 above, for bidding routes, trips, bus, etc.

10.5 Work Related Injury

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

10.6 Transfers to New Position

Any employee assuming a position in another "classification" (as defined in Section 10.1) shall begin his/her seniority in the new classification on his/her first day of work after completing training. Any employee who moves to a new position (without terminating seniority per Section 10.3) within a different classification shall maintain seniority in the original position classification but shall not accrue any further seniority in that classification.

10.7 Reduction in Force

- A. **LAYOFF**: In the event of layoff for any reason except for lockout, Employees shall be laid off in the inverse order of their seniority in their classification except for Employees with specific skills needed by the Employer. All notification requirements will be in compliance with The School code of Illinois.
- B. **CALLBACK**: Employees shall be called back from layoff according to seniority. If seniority is equal, then the specific skills needed by the Employer shall govern callback.
- C. **FAILURE TO RESPOND**: Employees who have been offered re-employment and who have declined per the provisions of this Agreement shall be removed from the recall list and have no other obligation due from the Employer.
- D. **BENEFITS**: Benefits shall not accrue during layoff. However, recalled Employees shall have all benefits restored to them that they had at the time of the layoff, such as accumulated sick leave and seniority.

Article 11 - Staff Development

11.1 Staff Development

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

Article 12 - Leaves of Absences

12.1 Sick Leave Days

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

1. No compensation for accrued sick leave shall be paid at the termination of employment.
2. Sick leave shall not accrue during leaves of absence without pay or during layoffs.
3. Absence for part of a day, for reasons in accordance with sick leave provisions, shall be charged against accrued sick leave in an amount not less than one-third day. Holidays and other regular days shall not be charged against sick leave.
4. 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.
5. Drivers/Attendants working summer routes or miscellaneous driving routes will receive one (1) additional paid sick day. If not used, this day will be added to the Employee's sick day total at the start of the next school year.
6. Drivers/Attendants who work fifty (50) or more hours during the summer months performing additional duties as defined in Section 6.2 E, F & H will have one (1) additional paid sick day added to his/her next year's allotment.

NOTE: If a Driver/Attendant meets the requirement in both #5 and #6 above, they receive one (1) additional paid sick day per requirement for a total of two (2) additional paid sick day.

12.2 Sick Leave Defined

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

12.3 Absence Due To Illness

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

12.4 Information

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

12.5 Jury Duty Leave

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

12.6 Family Medical Leave

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

12.7 Accident or Injury Leave

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

12.8 Personal Days

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

Personal leave days not used shall be converted to accumulated sick leave at the end of the school year. The Employee shall be paid at their regular scheduled hours pay.

12.9 Association Business Leave Days

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

12.10 Leave Usage while Districts 47 and 155 Are Not In Session

Drivers/Attendants taking time-off from their "Out of District Assigned Routes" when District 47 and District 155 are not in session, will be administered as follows:

1. Only requests for District 47 and District 155 Spring Break and Winter Break schedule will be approved.
2. Requests for any time-off other than Spring/Winter Break when a Drivers/Attendants assigned Out of District Route is in session and District 47 and District 155 are not in session, will not be approved.
3. Drivers/Attendants must use the "Request for Time Off" form and give at least three (3) days' notice.
4. Holiday pay will not be paid to Drivers/Attendants who do not work their scheduled day before and scheduled day after the paid holiday. This includes Spring and Winter Break times. (For example: If District 47 and District 155's last scheduled day before the paid holiday is December 16th and a Driver/Attendant of an Out of District Route with a last day scheduled of December 20th, then the Driver/Attendant for that route will be required to work December 20th in order to receive the holiday pay).
5. Drivers/Attendants are responsible for knowing what their route schedule is. If an employee is not provided with a schedule for his/her out of district school, she/she may obtain one from the Route Manager.
6. TJA will cover routes during the District 47 and District 155 Spring Break and Winter Break utilizing a sign-up sheet. Only Drivers/Attendants who sign-up to work during those weeks will be eligible and contacted. Work will be assigned by the day. The sign-up sheet will be posted two (2) weeks prior to Spring and Winter Breaks and will be taken down three (3) days before each break to allow enough time to cover routes.

Article 13 - Calendar

13.1 Work Year

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

13.2 Holidays

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

1. Labor Day
2. Columbus Day
3. Veterans Day
4. Thanksgiving Day
5. Day after Thanksgiving
6. Christmas Day
7. New Year's Day
8. Martin Luther King Jr.
9. President's Day
10. Memorial Day
11. July 4th**

**For Drivers/Attendants who work a scheduled Summer Route.

Employees may bank the following holidays to be paid during winter break: Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving.

Employees may bank the following holidays to be paid during spring break: Christmas Day, New Year's Day, Martin Luther King Jr., and President's Day.

Memorial Day is to be paid upon observance of said holiday.

Fourth of July Holiday shall be paid to all Drivers/Attendants who work a scheduled Summer Route.

13.3 Accident Free Award Bonus

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

Employees who are IMRF eligible: \$100.00

Employees who are not IMRF eligible: \$50.00

13.4 Anniversary Award

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

25 years of Continuous Service: \$250.00

30 years of Continuous Service: \$500.00

13.5 School Closure

Any weather-related act resulting in school closure, affected Drivers/Attendants shall have the option of using available sick or personal days for the lost time.

13.6 Attendance Bonus

Beginning October 1, 2018, employees who are assigned to both an AM and PM route and who do not use sick leave or any dock days and who do not use more than one (1) personal day during each calendar month between September through May of each school year shall receive a monthly attendance bonus of \$100 per month up to a maximum of \$900 per year per employee. Employee who work only an AM or PM route and who do not use sick leave or any dock days and who do not use more than one (1) personal day during each calendar month between September through May of each school year shall receive a monthly attendance bonus of \$50 per month up to a maximum of \$450 per year per employee.

Employees will receive the bonus in the following payroll pay period at the beginning of each month unless the first payroll pay date of the month falls within the first seven (7) calendar days of the month in which case the bonus will be paid in the second payroll period of the month.

Article 14 - Insurance

14.1 Term Life Insurance

The Employer shall provide \$25,000 worth of term life insurance on behalf of all TJA Employees covered by this Agreement who work over six-hundred (600) hours per year and are a member of the Illinois Municipal Retirement Fund. This coverage will be in place no later than ninety (90) days following the ratification of the contract by both parties.

14.2 Health Insurance

Employees who work at least one thousand and sixty (1,060) hours during the school year are eligible to enroll in the District 47 health insurance plan at the employee's own cost.

14.3 IRS 125 Benefits

TJA will extend IRS Section 125 Benefits to its qualifying Employees by providing the opportunity for such Employees to participate in the Districts 47s Plan or a similar approved plan. Qualifying Employee, for the purposes of this section, will be a regularly employed Bus Driver/Attendant who works at least twenty (20) hours per week on a scheduled set of routes. Coverage will extend to insurance premium payments, medical reimbursement account, and dependent child care account.

14.4 Insurance Committee

The Association may participate in the District 47 insurance committee. The insurance program will be reviewed annually by a District Insurance Committee, which will include two (2) CLTU representatives. The Insurance Committee will be formed by March 1 each year. The schedule of meetings will be determined by the end of each school year. The Insurance Committee is charged with the following responsibilities, to include, but are not limited to:

1. Researching vendors;
2. Researching various plan options;
3. Recommending changes to the plans designed to reduce or eliminate any increase in the insurance premiums; and
4. Meeting minutes will be taken and provided to all committee members within 15 days of each meeting.

14.5 Administering Agent

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

14.6 Administration Fee

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

14.7 Employee Responsibility

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

Article 15 - Wages and Reimbursements

15.1 Wages

SALARY (APPENDIX A):

The salary schedule is attached to this Agreement as Appendix A.

In the event that there is a need to reduce working hours for members due to a change in Federal or State Law, regulation or practice governing transportation, or other similar financial exigency, then negotiations addressing adjustments in the salary schedule and/or continued employment for members for the remainder of the term of the Agreement will be conducted at the written request of either the Association or the Board.

15.2 Reimbursements

The TJA will reimburse each Employee for the following:

1. Physical examination, at clinic/hospital designated by the TJA* .
2. Drug testing at Board-approved facility.
3. Eye examination by a Board-approved examiner.
4. Annual refresher course. The TJA will reimburse each Employee for the fee charged for the State-mandated annual refresher course at the end of each school year. (Paid two (2) hours)
5. All Drivers shall receive reimbursement for the cost to upgrade or renew their C.D.L. after the Administrative District's School Board meeting immediately following the submissions of proof of the upgrade or renewal to the TJA administration office.
6. Employees shall receive their regular route time pay for In-Service and approved training days attended.

*If in the judgment of the TJA Board, and Employee is incapable fulfilling his/her duties because of illness or injury.

15.3 Training Position

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

NAPT certified trainers will be paid \$2.50 per hour in addition to their hourly salary while performing the training activities, other than driving their routes, as assigned by the Director of Transportation or designee.

15.4 Pay Option

Annually, Employees may elect to have ten percent (10%) of their wages set-aside each pay period by the Employer and have the set-aside amount paid equally in the Months of June, July, and August

Article 16 - Discipline Discharge

16.1 Discipline Policy

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

16.2 Bypass of Grievance Steps

- A. **NOTIFICATION**: The Administering Board shall notify the Employee and CLTU in writing of a decision to discharge or suspend within twenty-four (24) hours of the decision.
- B. **BYPASS**: The Employee may request that Step 1 of the grievance procedure set forth in Article 5 be bypassed.
- C. **IMMEDIATE ACTION**: No provision in this Agreement shall prevent the TJA from taking immediate action for sever circumstances.
- D. **REVOCATION**: No provision in this section or any other section may be used by an Employee who had their School Bus Drivers Permit/License revoked by the Office of the Secretary of State.

16.3 Association Representative

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

16.4 Letters of Discipline

- A. **COPY OF LETTERS**: The Employee and CLTU shall be sent a copy of any disciplinary letters. Disciplinary letters shall be placed in the Employee's personnel file.
- B. **REBUTTAL**: Employees may submit written rebuttal to a disciplinary letter(s) within two (2) work weeks of the date of the disciplinary letter.

16.5 Oral Warnings

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

16.6 Personnel Files

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

Article 17 - Jackets

17.1 Jackets

All present Employees shall be issued a uniform jacket at no cost every four (4) years from date of issuance. Jackets will be returned upon employee termination. New Employees will receive the uniform jacket upon completion of their probationary period.

Article 18 - Subcontracting

18.1 Subcontracting

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

Where the subcontracting involves the utilization of any equipment to transport students to and from proms and/or special trips and events, the TJA will provide the Association two (2) weeks notification and information about the work to be contracted. The Association will be given an opportunity to meet within one (1) week after the date the notification was issued by the TJA. Where the subcontracting involves the utilization of any equipment to transport students to and from regional or state tournaments, the TJA will provide the Association such notification as is practical under the circumstances, but in no event less than forty-eight (48) hours. The Association will be given the opportunity to meet within twenty-four (24) hours after the time the notification was issued by the TJA.

The weekend trips in coach-driven vehicles shall be limited to 14-passengers. Anything above the 14-passenger maximum shall be assigned to bargaining unit member

Article 19 - No Strike

19.1 No Strike

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

19.2 Waiver of No Strike Clause

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

19.3 No Lockout Provision

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

Article 20 - Technical Clauses

20.1 Savings Clause

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

20.2 Contractual Amendments

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

20.3 Complete Understanding

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

Article 21 - Termination Clause

This Agreement shall constitute the Agreement between the parties. This Agreement shall be in effect from July 1, 2018 through June 30, 2020 and shall continue in effect from year to year thereafter unless either party gives written notice of its desire to amend or terminate this Agreement.

Crystal Lake Transportation Union IEA-NEA

BOARD #47/TJA
BOARD OF EDUCATION

President	(Date)	President Crystal Lake School District #47	(Date)
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Vice President	(Date)	Director of Transportation	(Date)
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Appendix A

2018-2019 DRIVER SCHEDULE

Step	Hourly
1	\$ 17.50
2	\$ 18.44
3	\$ 18.44
4	\$ 18.44
5	\$ 20.63
6	\$ 20.63
7	\$ 20.63
8	\$ 22.96
9	\$ 22.96
10+	\$ 23.43
Grandfathered	\$ 25.00

2019-2020 DRIVER SCHEDULE

For the 2019-2020 School Year, each cell was increased by 2.1% and each Driver will move one (1) step, if applicable.

Step	Hourly
1	\$ 17.87
2	\$ 18.82
3	\$ 18.82
4	\$ 18.82
5	\$ 21.06
6	\$ 21.06
7	\$ 21.06
8	\$ 23.44
9	\$ 23.44
10+	\$ 23.92
Grandfathered	\$ 25.53

Appendix A - continued

2018-2019 ATTENDANT SCHEDULE

HIRED BEFORE 7/1/18

Step	Hourly
1	\$ 15.46
2	\$ 16.56
3	\$ 16.56
4	\$ 16.56
5	\$ 18.84
6	\$ 18.84
7	\$ 18.84
8	\$ 21.05
9	\$ 21.05
10+	\$ 21.28
Grandfathered	\$ 22.75

HIRED ON AND AFTER 7/1/18

Step	Hourly
1	\$ 14.71
2	\$ 16.21
3	\$ 16.21
4	\$ 16.21
5	\$ 18.46
6	\$ 18.46
7	\$ 18.46
8	\$ 20.34
9	\$ 20.34
10+	\$ 20.34
Grandfathered	\$ 21.46

Appendix A - continued

2019-2020 ATTENDANT SCHEDULE

For the 2019-2020 School Year, each cell was increased by 2.1% and each Attendant will move one (1) step, if applicable.

HIRED BEFORE 7/1/18

Step	Hourly
1	\$ 15.78
2	\$ 16.91
3	\$ 16.91
4	\$ 16.91
5	\$ 19.24
6	\$ 19.24
7	\$ 19.24
8	\$ 21.49
9	\$ 21.49
10+	\$ 21.73
Grandfathered	\$ 23.23

HIRED ON AND AFTER 7/1/18

Step	Hourly
1	\$ 15.02
2	\$ 16.55
3	\$ 16.55
4	\$ 16.55
5	\$ 18.85
6	\$ 18.85
7	\$ 18.85
8	\$ 20.77
9	\$ 20.77
10+	\$ 20.77
Grandfathered	\$ 21.91

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TRANSPORTATION JOINT AGREEMENT
and
THE CRYSTAL LAKE TRANSPORTATION UNION, IEA-NEA
regarding**

Activity Buses and Special Education Routes

This memorandum is an amendment to the 2018-2020 Collective Bargaining Agreement (the "Agreement") between the Transportation Joint Agreement (the "TJA") and the Crystal Lake Transportation Union IEA-NEA (the "CLTU") (collectively, the "Parties"). This amendment resolves any pending grievances or complaints related to the below topics.

Special Education Routes:

The Parties have agreed to amend the following paragraph of Section 6.22 of the CBA as follows:

It is important to remember that any Special Education and Mid-Day Routes, including substitute status, will not be covered to allow for another trip. Drivers should not bid on a trip that would interfere with any of their Special Education routes or Mid-Day routes. Trips shall not be awarded to Special Education drivers during their scheduled route times. Trips shall not be awarded to Special Education drivers on holidays on which their assigned school is in session.

Coach-Driven 155 Activity Vehicles:

CLTU filed a grievance on January 10, 2019, after TJA canceled two field/athletic trips for CLTU drivers due to the routes being covered by District 155 coach-driven vehicles. The parties have agreed to resolve the grievance in accordance with the following terms:

1. The two drivers impacted by the cancellation shall be paid full compensation for the routes canceled on December 28, 2018.
2. Trips that are scheduled with TJA may not be canceled in order to use a District 155 coach-driven vehicle unless TJA is unable to perform the route in accordance with District 155's specific needs (time, location, dates).
3. The last sentence of Article 18 of the CBA shall be amended as follows:

Coach-driven activity vehicles may be used to transport students to events provided the number of students scheduled to make the trip does not exceed 14. The coach-driven activity vehicles may be used to transport in excess of 14 students when TJA is unable to provide a driver and/or bus for the trip.

The CLTU shall immediately withdraw any grievance or other action against the TJA with regard to the above matter upon execution of this Memorandum of Understanding. The CLTU further agrees that this Memorandum of Understanding shall be considered non-precedential and

Memorandum of Understanding
Seniority Transfer
Page 2 of 2

waives any objections, grievances, claims, actions, or unfair labor practice charges it may have, now or in the future, arising out of this Memorandum of Understanding.

The Parties have approved and executed this Memorandum of Understanding on the dates indicated below.

**CRYSTAL LAKE TRANSPORTATION
UNION, IEA-NEA**

TRANSPORTATION JOINT AGREEMENT

By: Betty Knaus
Its: CLTU President
Date: 3/20/19

By: Dr. Shog Buchanan
Its: Adm. Agent Representative
Date: 3/20/19