COLLECTIVE BARGAINING AGREEMENT

BETWEEN
BOARD OF EDUCATION
MCHENRY SCHOOL DISTRICT 15
AND
MCHENRY COMMUNITY HIGH SCHOOL DISTRICT 156

AND
MCHENRY SCHOOL TRANSPORTATION ASSOCIATION
IEA/NEA (MSTA)

2026 - 2031

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DEFINITIONS

A. **BUSINESS DAY:** any day when the District Central Administration Office is open.

B. **DATE OF HIRE:** Date of hire begins when a Driver obtains a CDL License with School Bus and Passenger endorsement; and has successfully completed a physical, drug screen, Tb test, fingerprinting, initial/refresher school bus safety class, or any other licensing requirements by law and is prepared to work.

C. **EXTRA WORK:** any work a Driver performs that is not his or her regularly assigned route package.

D. **GRIEVANCE:** a complaint that there has been a violation of any of the specific provisions of the Agreement.

E. **FULL TIME STANDBY DRIVER:** A regular full-time Driver who is assigned to differing routes on a substitute basis.

F. **PROBATIONARY PERIOD:** a period of sixty (60) work days in which a Driver demonstrates the ability to perform the essential functions of the job.

G. **REGULAR EXTRA WORK:** any extra work that is continuously assigned on a substitute basis to the same Driver.

H. **REGULAR ROUTE DRIVER**: a Driver who is assigned to and consistently drives a daily route.

I. **PART TIME DRIVER:** a Driver who works less than the guaranteed twenty-five (25) hours and who is not eligible for benefits.

J. **ROUTE PACKAGE**: an assignment consisting of the scheduled act of picking up and/or delivering students to one or more destinations during the regular school term as defined by the Employer.

K. **RUN:** an extra work assignment that is not part of a route package with a minimum guarantee.

L. **ACTIVITIES:** The act of transporting students home following participation in after-school that are not considered a trip.

M. **ECE ROUTE:** transporting midday qualified pre-K students that are not within a route package.

N. **SENIORITY:** continuous service within a job classification.

O. **SUBSTITUTE DRIVER:** a Driver who is called in on an "as needed basis", not a full-time standby Driver, who only can receive the new hire wage, with no guarantee of any contract benefits.

P. **WORK DAY:** any day when assigned work per job description as detailed in Article seven (7) of this Agreement.

Q. **WORK WEEK**: begins 12:00 a.m. on Monday and ends 11:59 p.m. on Sunday.

R. **EMPLOYEE:** as used in this Agreement includes both male and female as covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended that it will apply to the feminine gender as well.

ARTICLE I

RECOGNITION AND AGREEMENT

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

ARTICLE II

NEGOTIATION PROCEDURES

2.1 NEGOTIATION PROCEDURE

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

All collective bargaining shall be conducted between duly authorized representatives of the Association and the Board, and the Board shall not negotiate with any other individual, group or organization purporting to collectively represent Employees covered by this Agreement; provided, however, this Agreement shall not be construed to prevent the Board or any Administrator from meeting with any Employee or group of Employees for the purpose of hearing views of such Employee or group of Employees, but not for the purpose of negotiating with any Employee or group of Employees.

2.2 MEDIATION

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

2.3 DISTRIBUTION

Within thirty (30) days after the Agreement, Memorandum of Agreement (MOA) or Memorandum of Understanding (MOU) shall is signed, a typed copy of the ratified document shall be provided to the Association. The Board shall present copies of the Agreement to all those employed hereafter during the term of this Agreement. In an effort to reduce paper consumption and increase efficiency, with mutual agreement, copies of the contract may be sent electronically to all Employees. Two (2) copies of the current contract, MOA(s), or MOU(s) will be readily available in the break room for viewing.

ARTICLE III

MANAGEMENT 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. By way of illustration and without limitations, the exclusive prerogatives, functions and rights of the Employer shall include the following:

A. To direct and supervise all operations, functions and policies of the Employer in which the Employees in the bargaining unit are employed;

B. To close an operation or facility or combination of facilities, or to relocate, reorganize, or combine the work of operations or facilities for budgetary reasons;

C. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto;

D. To establish, revise and implement standards for hiring, work rules, job classifications, promotion and quality of work, safety, materials, uniforms, appearance, equipment, methods and procedures;

E. To implement new and to revise or discharge whole or in part, old methods, procedures, materials, equipment, facilities and standards: in compliance with any law or regulation provided notification is given to Employees;

F. To assign and distribute work;

G. To assign shifts, work days, hours of work and work locations;

H. To determine the need for and the qualifications of new Employees, transfers and promotions;

I. To discipline, suspend, demote or discharge an Employee;

J. To direct the work of its Employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services, e.g. sports runs, regular runs, extracurricular.

K. To assign Drivers to all routes, runs and work assignments, and to package routes, runs and work assignments together, and from time to time to change those routes, runs and work assignments, based on efficiency of service and the needs of the Districts and their students, subject only to seniority provisions of this Agreement.

3.1 EMERGENCIES

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

3.2 SUB-CONTRACTING

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

3.3 SCHOOL CLOSINGS

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

3.4 ASSIGNMENT OF WORK TO PROBATIONARY EMPLOYEES

At the discretion of the Transportation Director, Drivers who are in their probationary period may be allowed to perform post-probation extra work for a short term and on an as needed basis. Before assigning extra work to a probationary employee, the Transportation Director, or designee, will go through the availability list one (1) time, and make an "all call", to offer the extra work to available non-probationary employees. Probationary drivers may be assigned work at the Director's discretion until the end of their probationary period. At the end of their probationary period, new Drivers shall have the right to bid by seniority on any and all open work.

3.5 E-LEARNING DAYS

In the event that a school closure or e-learning day, in either District 15 or District 156, prevents Employees from performing any part of their regularly scheduled duties and they would have otherwise reported for work, the Employer is required to pay them their daily, regular rate of pay and any benefits they receive. This requirement shall not apply if the Employees' routinely scheduled times and duties for that day are rescheduled within the same fiscal school year.

ARTICLE IV

ASSOCIATION RIGHTS

4.1 MEMBERSHIP AND DUES

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

Each bargaining unit member wishing to join the union shall sign a one (1) time only, membership form authorizing the Employer to deduct the membership dues, in an amount determined by the Union annually.

All monies so deducted shall be remitted to the Association by the Employer no later than ten (10) business days following deduction. These monies shall be accompanied by an itemized list showing the Employees' names and the amounts of the deductions. If the Union changes the amount of its dues, it shall so notify the Employer in writing.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided the Employer gives reasonably prompt notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and the Employer cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Illinois Education Association and the Association agree that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's good faith attempt to comply with this Article. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Employer.

4.2 BOARD AGENDA AND MINUTES

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

4.3 REPRESENTATIVES

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

4.4 USE OF FACILITIES

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

4.5 USE OF EQUIPMENT

The Association shall have access to school reproduction equipment subject to reasonable regulation on cost for supplies, expenses, availability and damages. The Association (leadership and/or Association building representatives) shall have the right to use school district technology (photo copiers, computers, etc.) equipment. The Association shall have the right to use school mail. The Association shall have the option of using staff mailboxes for use of Association material distribution. The Association shall have the right to use a bulletin board and other designated areas as agreed to by the parties located in the Drivers' room for posting official Association notices. Association notices and announcements shall not contain any defamatory statements, shall not contain material intended solely for the purpose of endorsement of political candidates, and shall be identified as Association material or signed by an authorized official of the Association.

4.6 PERSONNEL RECORDS

All Employees or designee will be given access to his/her personnel records according to State and Federal law. There is one (1) official, personnel file, managed by the Director of Human Resources. The Director of Transportation will maintain a Licensing File on-site that is related to the Employee's license. Board Policy 5:150 provides additional information related to access to Employee records. Employees will be issued a copy of any commendation or disciplinary record at the time of inclusion in the personnel file. The District will attach an Employee's statement to any disputed record in the personnel file.

4.7 NEW EMPLOYEE INFORMATION

At the start of every school year, every thirty (30) calendar days thereafter, and, within ten (10) business days upon hire, the District will provide to the MSTA President or designee a list, in excel format, containing the following information: the name, address, phone number, location, job category, salary level, pay rate, regular number of hours of work of any newly hired Employee, whether the Employee is full, part-time, or on call. The Association agrees not to divulge or release confidential information.

4.8 HANDBOOK

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

4.9 HANDBOOK COMMITTEE

Handbook Committee: There shall be a Handbook Committee established.

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

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

B. In the event that the Association believes that one (1) or more provisions of the Handbook has been violated, it may file a written complaint with the Transportation Director within five (5) calendar days of the alleged violation. The Transportation Director shall investigate the complaint and issue a written response at the conclusion of his or her investigation. If the written response is not satisfactory to the Association, they may seek review by the Director of Human Resources, by filing a written request for review within five (5) calendar days of the issuance of the Transportation Director's written response. The request for review shall specify the points of disagreement with the Transportation Director's written response. The Director of Human Resources shall review the written complaint, the Transportation Director's response, and the request for review, and may conduct such additional investigation as he or she determines is warranted. Upon completion the Director of Human Resources shall issue a written response to the Association. If the written response is not acceptable to the Association, a meeting with the Superintendent shall be warranted to resolve the issue.

4.10 LIAISON COMMITTEE

The Liaison Committee shall handle all complaints, concerns or suggestions of the Drivers while performing their day-to-day duties. Additionally, this committee shall collaborate in an effort to solve alleged contract issues. The committee shall be comprised of the Transportation Director and/or designee and up to four (4) members of the Association. This committee shall meet on an as needed basis, to be determined by the Transportation Director and the Association. If either the Transportation Director or the Association requests a Liaison Committee meeting, the parties shall set up a meeting. They shall meet at mutually agreed times with mutually prepared agendas. The agendas shall be prepared and distributed at least one week prior to the meetings and contain items from the Association and the Districts.

ARTICLE V

GRIEVANCE PROCEDURE

5.1 DEFINITION

A grievance is a claim by the Association and/or bargaining unit member or group of members that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

5.2 MISCELLANEOUS PROVISIONS

A. As used in this Article, "days" shall mean Employee work days, Monday through Friday, except during the summer recess when it shall mean days in which the District Business Office shall be open.

B. The Board shall furnish the Association with relevant information needed to properly process a pending grievance and to carry out its Duty of Fair Representation; however, the Board shall not be required to research or compile data not readily available to it.

C. If the Association and Superintendent mutually agree, in writing, STEP 1 of the Grievance Procedure may be bypassed and the grievance brought directly to STEP 2.

D. A grievance may be withdrawn at any level without establishing precedent, and if withdrawn, shall be treated as though never having been filed.

E. Time limits may be extended by mutual, written consent of both parties.

F. No discipline, reprimand, warning, or reprisal shall be taken by the Board or Administration against any Employee because of his/her participation in the grievance process.

G. When an Employee is not represented by the Association, the Association, upon notification, shall have the right to have its representative(s) present, without participation, at the formal steps of the grievance procedure. Should the Employee request representation at any time the Association may participate. Further, no negotiated grievance settlement shall be inconsistent with the provisions of this Agreement, unless the Board and Association mutually agree otherwise.

H. All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

5.3 PROCEDURES

Informal Resolution: The Parties hereto acknowledge that it is usually most desirable for an Employee and the Employee's immediately involved Supervisor to resolve grievances through free and informal communications. When requested by the Employee, an Association representative may accompany the Employee to assist in the informal resolution of the grievance within ten (10) days

after the event giving rise to the grievance. If however, such informal processes fail to satisfy the Employee, a grievance may be processed as follows:

5.4 STEP ONE

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

5.5 STEP TWO

A. If the grievance is not resolved at STEP 1, or the time limits expire without the issuance of the Supervisor's written response, then the Employee or the Association may, in writing, advance the grievance to the Superintendent or his/her official designee within ten (10) days after the receipt of the STEP 1 response or the expiration of the time limit.

B. The Superintendent or his/her official designee shall arrange a meeting with the Employee and/or the Association to take place within ten (10) days of the Superintendent's receipt of the grievance or appeal. Upon conclusion of the meeting, the Superintendent or designee shall provide a written response, including reasons for his/her decision no later than ten (10) days following the meeting.

5.6 STEP THREE

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

B. The Board, at its next regularly scheduled meeting or a mutually agreed meeting date, shall meet with the Employee, the Association representative and the Superintendent or designee, to review the grievance in closed session. The written response by the Board shall be made to the Employee and Association no later than ten (10) days following the hearing.

5.7 STEP FOUR

A. The Association may appeal from the determination of the Board of Education by submitting, within ten (10) days of receipt such decision, an Intent to File for Arbitration Notice with the Superintendent otherwise the grievance shall be considered waived.

B. The Association shall request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators within twenty (20) days of submitting the Intent Notice to the

Superintendent. Each party shall strike one (1) name from the panel with the party requesting arbitration striking first. The last person remaining on the list shall be the arbitrator. Either party may strike one (1) panel in its entirety before any individual striking begins.

C. Neither the Board nor the Association shall be permitted to assert any ground before the arbitrator, which was not previously disclosed to the other party.

D. Each party shall bear the full cost for its representatives and/or witnesses in the arbitration. The fees and expenses of the arbitrator and the court reporter shall be shared equally by the parties.

E. In the event the parties are able to resolve the grievance prior to the scheduled arbitration date, the cancellation fees and expenses shall be shared equally by the parties.

F. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association.

G. The Association shall be able to designate up to two (2) representatives who shall be released for the purpose of attending and/or participating in an arbitration hearing. One (1) shall be released without loss of pay and one (1) shall be released with loss of pay. Time off for such purpose shall not apply toward loss of seniority accrual or violation of attendance.

H. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator's award shall be final and binding.

ARTICLE VI

LEAVES OF ABSENCE

6.1 SICK LEAVE

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

A. Employees who are projected to work six hundred (600) or more hours and are IMRF eligible will be granted ten (10) days' sick leave per year. All twelve (12) month: Employees shall be credited with twelve (12) days sick leave per year effective July 1.

B. No compensation for accrued sick leave shall be paid at the termination of employment.

C. Sick leave shall not accrue during leaves of absence without pay or during layoffs.

D. When an Employee is absent due to illness, he/she must notify the Employer immediately. Failure to do so may result in denial of sick leave pay. The Employer may require a certificate from a care provider identified in Section 24-6 of the Illinois School Code as a basis for pay during leave after an absence of more than three (3) days. If the employer requires such certificate as a basis for pay during leave of less than three (3) days, the employer shall reimburse the Employee the expenses incurred by the Employee in obtaining such certificate.

E. Sick days shall be utilized either as a half-day or full-day increment. Bus drivers or Bus Aides will be charged a full day should the employee not report for their full day of guaranteed work. Bus drivers or Bus Aides shall be charged a half-day should the employee report to work for any portion of their guaranteed work (i.e., pre-trip and AM or PM package). Full time, twelve (12) month Employees will be charged sick time rounded to the nearest full hour increment.

F. A sick day for a Bus Driver or Bus Aides will be compensated at the Employee's regular hourly rate of pay for the guaranteed hours of a normal workday that the Driver or Aide would have worked had he or she not been sick. A driver must be in a substitute driving position for 20 calendar days in order for that position to be included in the pay calculation.

G. After sixty (60) consecutive work days missed, plus the number of accrued sick days, except for absence due to injury or accident incurred in the course of an Employee's employment, all of the bus Drivers work may be posted.

H. Employees who do not report to work and do not have an approved leave/dock day may be subject to discipline.

6.2 JURY DUTY LEAVE

Any Employee who is required to serve on a jury of any court or issued a subpoena for a judicial matter, shall be excused from work without loss of pay and/or seniority for the days on which the Employee must be present for such service and on which he/she would otherwise have been scheduled to work, provided the Employee remits to the Business Office a check equal to the amount of compensation received from the court for his/her appearance or service, excluding mileage reimbursement. The Employee must present the summons within ten (10) days of receipt.

6.3 MILITARY LEAVE

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

6.4 PERSONAL DAYS

Two (2) personal days will be issued to Employees who work less than twelve (12) months. Three (3) personal days will be issued to Employees who work twelve (12) months.

Employees must request the use of personal day(s) at least forty-eight (48) hours in advance. In no case will more than five percent (5%) of the Drivers' requests be honored on the same day. Requests honored will be done so on a first come, first served basis. The day cannot be used the day before or after a holiday.

These days are not cumulative though unused Personal Days shall accumulate as sick leave. Use of this day shall not disqualify a Driver from a bonus payment as outlined in this document: APPENDIX "A", Compensation Schedules, Section C: Attendance Incentive.

Personal days shall be used in half-day or full-day increments for all MSTA Employees. Bus Drivers will be charged a full day should the employee not report for any portion of their guaranteed work. Bus Drivers shall be charged a half-day should the employee report to work for any portion of their guaranteed work (i.e., pre-trip and AM or PM package).

6.5 SCHOOL VISITATION LEAVE (SVL)

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

A. Up to eight (8) hours but no more than four (4) hours on any given day;
B. All vacation, personal, compensatory leave must be exhausted, except sick and disability;
C. Requires in writing, seven (7) days advance notice of 24 hours in an emergency;
D. Verification by the building administrator of school visitation required;

E. SVL may be denied if it would result in more than five percent 5% of the work force or work shift taking leave at the same time;
F. The District will attempt to give the Employee the opportunity to make-up the time taken for leave.

6.6 FAMILY MEDICAL LEAVE ACT

The Board will abide by the requirements of the Family Medical Leave Act. An Employee who has been employed for a minimum of twelve (12) months and has worked a minimum of one thousand (1,000) hours in the twelve (12) month period immediately before the beginning of the leave is eligible for Family and Medical Leave ("FMLA"). If there are any changes to the Family Medical Leave Act, the district will follow the requirements of the Act.

6.7 ASSOCIATION LEAVE

The Board of Education shall excuse Association representatives for attendance to association business. Notification for such leave shall be submitted in writing to the Superintendent or their designee a minimum of five (5) school days prior to departure date. Notification for such association business shall be made by the President of the Association and approved by the superintendent or their designee. Leave requests must be limited to a non-accumulated total over the entire bargaining unit not to exceed six (6) days in one (1) academic year. No more than two (2) individuals can be absent on Association Leave at one time. This leave time shall be unpaid, unless an available vacation day or personal day is requested.

6.8 BEREAVEMENT LEAVE

In accordance with the Family Bereavement Leave Act (820 ILCS 154), an employee shall be entitled to up to ten (10) workdays of unpaid bereavement leave, or up to six weeks of leave in the event of multiple qualifying events within a 12-month period, to attend the funeral (or alternative to a funeral) of a covered family member, make arrangements necessitated by the death, or to grieve the following: the death of a covered family member, stillbirth, miscarriage, unsuccessful reproductive procedure, failed adoption match or unfinalized adoption agreement, failed surrogacy agreement, or diagnosis that negatively impacts pregnancy or fertility. A covered family member is an Employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Bereavement leave under this provision shall be taken within sixty (60) days of the date the employee receives notice of the death or qualifying event.

Three (3) of said ten (10) days shall be paid bereavement days.

The Employer may require reasonable documentation to establish that the qualifying event in fact occurred.

An employee may elect, but shall not be required, to substitute available personal, sick, or other accrued paid leave for any portion of unpaid bereavement leave.

ARTICLE VII

EMPLOYEE RIGHTS

7.1 DEFINITIONS

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

7.2 MECHANICS/MECHANICS' HELPER

A. Full-time: A mechanic or mechanics' helper who works five (5) days per week, eight (8) hours per day, and fifty-two (52) weeks per year shall be considered a full-time employee.

B. Part-time: A Mechanic or mechanics' helper who works less than five (5) days per week, but more than five (5) hours per day, for fifty-two (52) weeks per year, shall be considered a part-time employee.

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

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

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

7.3 DRIVERS

A. A full-time Bus Driver works a minimum number of guaranteed hours or more per week and would drive a full-time route package assignment in the A.M. and P.M.

B. Part-time Bus Drivers drive routes for A.M./P.M. but work less than the minimum number of guaranteed hours or only drive an AM or PM route. Drivers working only A.M. or P.M. routes will move horizontally on the salary schedule only.

C. Full-time standby Drivers work the minimum guaranteed hours or more per week in the A.M. and P.M.

D. Work Hours: Drivers; Work hours are defined as those times that the Transportation Director determines necessary to start and end an assignment.

E. Guarantee of a minimum of five (5) hours per day for a full-time bus driver and two and a half (2.5) hours per day for a part–time bus driver when students are in attendance in District 15 and 156. This guarantee shall not apply during the summer.

7.4 FULL TIME STANDBY DRIVER

A. The job description to perform full time standby Driver falls under regular route Driver of the collective bargaining unit. Any other duties that are assigned to a full-time standby Driver outside of driving and are not similar in nature, or outlined in number one (1) below, will need to be bargained with MSTA prior to assignment.

B. All current full-time non probationary Drivers will only have the option to bid and maintain the position as outlined in contract, however at the discretion of the Transportation Director, Drivers who are in the probationary period may be allowed to bid for the full time standby Driver position (Refer to Article III, section 3.4). Interested Drivers will bid based on seniority to obtain the position of full-time standby Driver, as outlined in this Article VII of the Collective Bargaining Agreement and the following shall apply:

1. Each full-time standby Driver will receive a guaranteed minimum number of thirty (30) hours for compensation, A.M. and P.M. routes only, this does not include midday, even if they do not drive but must remain at Transportation for the guaranteed scheduled A.M. and P.M. hour times. If there are no routes available for the full-time standby Drivers, they will be required to assist the transportation department with office work, safety lane trips, moving buses as necessary, and cleaning and disinfecting buses during A.M. or P.M. routes only, and driving routes as needed.

2. Full-time standby drivers can perform mid-day work as long as it does not interfere with their time slots.

3. Full time standby drivers will work staggered scheduled work times as set by the Director of Transportation. The full-time standby drivers will be able to bid on the AM and PM time slots based on seniority.

4. Full time standby Drivers must notify the Director of Transportation or designee if they choose to drop their work as a full-time standby Driver for the next school year by the third Friday in June. The Driver then would be eligible to bid on open work as dictated by the collective bargaining agreement.

5. Transportation daily will go by assigned route times and by reverse seniority in time slots until all full-time substitute Driver's positions have been filled for that day.

6. Full time standby Drivers cannot bid on field and athletic trips that fall within their time slots but are eligible to bid on trips as dictated per the field and athletic trip procedures that does not interfere with their time slot.

7.5 BUS AIDES

A. Bus Aides can be moved around from route to route based on need as determined by the Director of Transportation.

B. Bus Aides who work both AM and PM shift when students are in attendance in District 15 and 156 shall have a minimum guarantee of four (4) hours per day and no less than twenty (20) hours per week. This guarantee shall not apply during the summer.

7.6 DISPATCHER

A. Dispatchers may drive routes as needed and must maintain school bus permits and license.

B. Dispatchers will generally be assigned to work eight (8) hours a day and work twelve (12) months a year.

7.7 NO MOVEMENT TO FULL TIME

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

7.8 OVERTIME

Overtime for all MSTA Employees shall be defined as pre-authorized work performed in excess of forty (40) hours in a workweek. The Transportation Director must authorize all overtime. Over forty (40) hours worked per week constitutes overtime and will be paid time and one-half (1.5) at the next regularly scheduled pay period covering the period in which overtime was earned. The Employer has the right to limit or deny any work assignment, including without limitation extra work and/or trips, that would result in an Employee working in excess of forty (40) hours in a workweek.

Whenever two (2) or more overtime or premium rates of pay may appear applicable to the same hour or hours worked by an Employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply.

7.9 PROBATIONARY PERIOD

All new Employees shall be employed under a probationary status for the first sixty (60) day working period, commencing upon the first day they transport students. Employees shall have no seniority until completion of the sixty (60) working day probationary period. Any time during this probationary period, a probationary Employee can be discharged "at will" with or without cause and with or without notice, and without recourse or regard to any other provisions in this Agreement, including being prohibited from using the grievance procedure for discharge.

7.10 EMPLOYEE DISCIPLINE, NON-PROBATIONARY

Discipline is intended to correct inappropriate behavior and will be administered for just cause. The Employer recognizes the use of progressive discipline where appropriate. However, there are situations involving severe misconduct where immediate disciplinary action is required and appropriate. In such cases, suspension or dismissal may result but may not be administered in an arbitrary and/or capricious manner. In normal situations, progressive discipline is defined in step;

1. Informal Verbal Warning
2. Formal Written Warning
3. Final Written Warning / Suspension
4. Termination

An employee who is suspended, without pay, may request, in writing, an opportunity to appeal the unpaid suspension before the District 15 Board of Education. Drivers who are suspended without pay pending results of a drug/alcohol test will be paid for any such time upon receipt of a negative drug/alcohol test. Discipline may be appealed through the grievance procedure.
Discipline of any non-probationary Employee shall be for cause and shall be preceded by:

A. The honoring of the Employee's rights included in this Agreement.

B. A conference with the Employee, the Transportation Director and a representative of the Employees choosing, should they elect to do so, prior to taking any action, except in an emergency.

C. A written explanation for the action to the Employee and the Association except in an emergency.

D. A review of the Employee's personnel files (if requested and as permitted by State and Federal Law) with the Employee and his/her representative present, except in an emergency. The BOE acknowledges that there is only one (1) Official Personnel File, which will only be maintained by the Director of Human Resources. The BOE further acknowledges that the Director of Transportation will maintain a "licensing file" only on the premises. In concert with law: State of Illinois Records Review Act, employees who provide a written request to review their personnel file, shall be provided access within seven (7) calendar days.

E. The BOE acknowledges that there is only one (1) Official Personnel File, which will only be maintained by the Director of Human Resources. The BOE further acknowledges that the Director of Transportation will maintain a "licensing file" only on the premises.

F. Verbal and written reprimands, except for related offenses, shall not be used after thirty-six (36) months to justify subsequent and more severe disciplinary action.

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

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

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

7.11 TRAVEL REIMBURSEMENT

All Employees covered by this agreement, required to travel by use of personal vehicle on school mandated business shall be compensated for mileage at the current IRS rate.

7.12 PAYROLL

Hourly Employees will be compensated pursuant to (820 ILCS 115/) Illinois Wage Payment and Collection Act. All wages will be paid no later than 13 days after the end of the pay period earned. Pay dates shall be on the first (1st) and fifteenth (15th) day of every month. If the first (1st) or fifteenth (15th) of the month falls on a weekend or holiday, payroll will be issued on the preceding business day.

Any extra time, duty and overtime pay will be included in the next available pay period following hours worked.

ARTICLE VIII

ROUTES

8.1 ROUTES/BUSES

Management retains the right to package routes together for Drivers to bid on based on seniority. The packaged routes will indicate an estimated time, including pre and post-trip procedures. Bidding of routes and Full Time Standby Driver positions will be reposted, and bid based solely on seniority. Packaged routes will be posted and electronically distributed four (4) calendar days prior to the bid date scheduled for Drivers to select their route.

Routes or other work may be added, reduced, or modified based on student needs within the Drivers guaranteed hours. Bidding on packaged routes will be awarded by seniority. Additional routes that are added to existing route packages after bidding will be assigned based on efficiency of service and the needs of the students, but in the event that all factors are determined by the Transportation Director to be equal any such additional routes will be assigned by reverse seniority.

During the school term, the Transportation Director, or his/her designee, will provide at least twenty-four (24) hours prior notice, to both the affected Driver and the Association President, before permanently adding or removing work from a package. If the addition of work conflicts with a Driver's prior scheduled appointments, the Driver must provide those specific dates to the Transportation Director, who will meet with the Driver to discuss potential reasonable accommodations.

The Transportation Director will put route packages back up to bid as conditions and student ridership changes. Management will try to limit the re-bidding of work if possible. Drivers will bid based on seniority, however the Driver whose route package was revised will have first choice as to whether to keep the revised route or allow it to go out to bid. All routes will go back out to bid at the start of every school year.

Any work over the applicable minimum guarantee amount will be paid for time involved at the hourly rate. Actual work in excess of forty (40) hours in a work week will be paid at time and one half (1.5) the applicable hourly rate. Overtime will be limited and must be approved by the Director of Transportation.

Drivers are to use District time track system to track hours worked. Drivers will not be allowed to take buses home unless the Transportation Director, in their sole discretion, approves such action in advance and in writing. Drivers must clock in and out at the start and end of their shift/s.

8.2 ACTIVITY RUNS/SHUTTLE RUNS/SPECIAL CIRCUMSTANCE RUNS/ECE EXTRA WORK

All extra work after regular bus routes will be posted at the start of the school year and will be bid based solely on seniority. Drivers will be able to bid on additional work. A Driver can only bid on one piece of extra work per round of bidding. If all extra work is not taken in the first round of

bidding, there will be a second round following the same seniority as the first round, and will continue until all extra work is bid. Additional work that is added after the start of the year will be awarded by seniority to the Driver who has available time within their guaranteed hours, even if they already have additional work. If there is a complete round with no bidders, the extra work will be assigned to the least senior Driver. Extra Work will be compensated at the Driver's regular hourly rate as directed below.

a. Shuttles Runs: actual time but no less than thirty (30) minutes each.
b. ECE (Midday): actual time but no less than two (2) hours each.
c. Special circumstances Runs: actual time but no less than forty-five (45) minutes each.
d. Activity and Kindergarten Runs: actual time but no less than one (1) hour each.
e. Trainer: one and a half (1.5) times Driver hourly rate.

8.3 SUMMER ROUTES

All summer routes/work will be posted at one time, if available no later than five (5) business days prior to the end of the regular school term. These summer routes will remain posted for three (3) business days at which time bidding shall be completed. Additional or late summer routes/work shall be posted for three (3) business days at which time bidding shall be completed. Summer routes/work will receive a guarantee of two (2) hours of work for AM and two (2) hours of work for PM

8.4 REGULAR BUS ROUTE CONSISTENCY

Routes and work assignments shall be created and packaged in order to maximize efficiency as determined by the Transportation Director. There shall be no guaranteed minimum number of routes or other work assignments, and Employees shall only be compensated for their applicable minimum hour guarantee or the actual work performed, whichever is greater.
Full-time and part-time Drivers may bid by seniority for different route packages and extra work prior to the beginning of the school year. Route packages and extra work that become available during the school year will be posted and will remain posted for three (3) working days and the most senior Driver who has applied will be given the route package or extra work. His/her existing packaged work or extra work will be posted, and the procedure is repeated. The newly awarded piece of work will begin being driven by the new driver on the first day of the following week, even if their prior route is still up for bid or has not been awarded.

The Director of Transportation may temporarily assign routes while waiting for the bids on posted routes. The Driver cannot keep his or her previous route package or extra work once they have accepted the new route package and extra work if it does not fit within their schedule.

8.5 CALCULATION OF HOURS

1. A.M. routes: Drivers shall not clock in more than 20 minutes prior to their designated departure time. During this time, Bus Drivers are required to pick up keys and check their mailbox at the transportation office along with completing their pre-trip inspection prior to departure.

2. P.M. routes: Bus Drivers shall not clock in more than 10 minutes prior to their designated departure time. During this time, Bus Drivers are required to check their mailbox. Bus Drivers

are required to complete a post-trip inspection and turn keys back in to the transportation office at the conclusion of P.M routes and then clock out.

3. Return to transportation lot procedures: Drivers returning to the lot are required to clock out after the bus has been parked and secured. Drivers are required to clock back in once they enter the bus for their first P.M. route, but no more than ten (10) minutes before designated departure time from the transportation lot, unless a pre-trip is required, which shall be twenty (20) minutes.

4. If a bus driver has down time of thirty (30) minutes or less, the District will calculate that time as time worked. If a bus driver has down time of thirty-one (31) minutes or greater, the District will not calculate any of the down time as time worked. Drivers who have been approved to take the bus home at the end of the route are required to clock out once they have completed their child check procedures at the school. Drivers are required to clock back in once they have arrived at their first pick up or location. The Employer will not intentionally manipulate the thirty (30) minute rule to create artificial periods of compensable time

5. For rounding purposes, the District will round employee time to a quarter hour of work (15-minute increments). Rounding down employee time from 1-7 minutes to zero minutes but rounding up employee time from 8-14 minutes to 15 minutes.

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

ARTICLE IX

TRIPS

9.1 TRIPS

All Drivers are encouraged to sign-up for any and all field trips. When the bid list comes down normally Tuesday morning, hours, seniority, and qualifications are used to award said trips. There shall be a minimum guarantee of two (2) hours pay for all trips, which includes all time for arrival at school, preparing, driving the trip, and cleaning and fueling of the bus upon return to the lot. If the trip interferes with any part of your regular routes, a standby Driver or substitute Driver will be necessary to cover the route.

A. In preparation for the awarding process all trips are assigned an estimated total time. This estimate is added to the Driver's total hours for the week when they are awarded a trip. Driver route hours will be posted on the bid list weekly, so a Driver may properly bid on trips that are within their hour range. If a Driver has additions or subtractions regarding their route work, they must report change to the Transportation office prior to Tuesday morning at 8:00 AM.

B. If bidding is during school break times or summer; alternate hours may be posted after informing MSTA.

9.2 BID LIST

The bid list will start at the top and move down utilizing seniority and hours to award work weekly beginning each school year. The Transportation Office will use the list in a continuing rotation. The transportation office will count down the seniority list regardless of whether the Driver takes a trip or not, based on the number of trips listed, ending on the next Driver following the count. That Driver will start next week's trip bid.

The list will re-set to the beginning at the conclusion of winter break.

The first person on the seniority list with less than forty (40) hours will be awarded his/her first available choice provided the added trip does not put the Driver over forty (40) hours. The Transportation Office 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.

When the initial bid list is exhausted and any unassigned trips or late call-ins are available, Drivers will be contacted from the availability list. Trainer's hours are to be included in weekly hours for calculation of miscellaneous and last-minute trip hours.

9.3 AVAILABILITY LIST

Trips that were not awarded or received after the bid list will be bid out based on the availability list. Drivers, including stand-by drivers who have availability outside their scheduled hours, who have indicated they want to be on the availability list will have the ability to bid on these trips.

The availability list will start at the top and move down the availability list, by seniority, with available hours. Once this process has been exhausted, and in accordance with seniority, hours and amount of overtime will not be a factor, provided that all available straight time hours are exhausted and there are no Drivers available who would not incur overtime by taking the trip.

The Transportation Office will use the list in a continuing rotation going back to the top only after exhausting all Drivers.
The Transportation Office will attempt to contact Drivers who are in attendance, if updated telephone numbers have been provided. Any voicemail message left with a Driver to fill a route/trip shall require a three (3) minute waiting period while attempting radio communication before the Transportation Office contacts the next person on the availability list. Exception: In cases of emergency where work must be performed immediately.

9.4 POSTED AWARDED TRIPS

A copy of awarded trips shall be posted at all transportation locations and, if requested, given to the Association President along with a copy of the bid sheet.

9.5 SPECIAL REQUESTS

Drivers may request up to four (4) special request trips, including summer, per year. If multiple Drivers put in for their special request for the same trip, seniority will determine who receive the special request.

9.6 TRIP EXPECTATIONS

For field trips that are scheduled for five (5) hours or more, Drivers will be able to travel for fifteen (15) minutes from trip destination or if the drivers regular route time and consecutive field trip hours exceed five (5). Drivers will be allowed one (1) hour for lunch including travel time. Unless the coach/sponsor or Transportation Director or designee notifies the Driver that he/she cannot leave.

9.7 POSTING

The trips list and the availability list will be posted if known on or about Friday morning and to come down Tuesday morning, no earlier than 10:00 A.M, with Drivers being awarded Wednesday for the next weeks trips which run Monday through Sunday. Bidding shall begin immediately and continue until the posting is taken down.

9.8 ASSIGNMENTS

The trips list will be removed from the bulletin board Tuesday. Management will assign field/athletic trips to those who have bid beginning at the top of the list and proceeding downward and giving

consideration to hours worked and Driver seniority, until all trips that have received a bid have been assigned. Additional trips received less than twenty-four (24) hours or other emergency/during the trip week shall be assigned by management, using the availability list. Driver will not lose trips if assigned. The Employer will make reasonable effort to include essential information required to carry out a trip on the trip sheet issued to the designated Driver.

9.9 SUMMER FIELD TRIPS

The bidding process will be the same process that is utilized during the school year. All Drivers are eligible to bid. Summer trips will be awarded at the last trip picks of the school year. Any unassigned trips that become available, will be awarded using the availability list. There will be a separate summer school availability list for last minute trips. Once this process has been exhausted, and in accordance with seniority, hours and amount of overtime will not be a factor, provided that all available straight time hours are exhausted and there are no Drivers available who would not incur overtime by taking the trip.

9.10 FIELD/ATHLETIC TRIP ASSIGNMENT CANCELLATIONS

1. WEATHER RELATED CANCELLATIONS

In the event a field/athletic trip is cancelled at least two (2) hours prior to the time the Driver must report for work for that trip, the Driver will receive one (1) hour of applicable regular pay. 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.

2. NON-WEATHER-RELATED CANCELLATIONS

In the event a field/athletic trip is cancelled at least twelve (12) hours prior to the time the Driver must report for work for that trip, the Driver will receive one (1) hour of applicable regular pay. 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.

3. TRIP NO-SHOW

If a Driver fails to appear for and drive a trip without at least twenty-four (24) hours' notice, said Driver will not be permitted and subsequently be awarded another trip for a period of fourteen (14) calendar days from the date of the "no-show".

4. TURNED BACK TRIPS

All Drivers that have picked a trip and need to cancel will be required to fill out a cancellation form completely. The Transportation Office will be keeping track of trips cancelled by the Driver. Calling in sick on the day of a trip will count as a trip turn back. Turned back "go-again trips" can only result in consequences equal to one trip.

Trips that are returned within thirty (30) minutes of notification of a change in start time, where the original time has been altered or changed by more than thirty (30) minutes, are not subject to consequences.

This will go on a trimester basis:

1. One (1) Cancellation: No consequence
2. Two (2) Cancellations: Driver may not pick trips for the following week
3. Three (3) Cancellations: Driver may not pick trips for the following two (2) weeks
4. Four (4) Cancellations: Driver may not pick trips for the following three (3) weeks
5. Each subsequent cancellation shall incur an additional week

In the event that a trip is rescheduled due to cancellation or postponement, the Employee awarded the trip shall have the opportunity to accept or decline the rescheduling of said trip, as long as the reschedule doesn't lead to the Driver exceeding forty (40) hours in said week.

Sick time and other paid time off shall not be counted as time worked for calculation of overtime but will be counted as time worked for purposes of trip bidding.

9.11 MEAL REIMBURSEMENT

Meal reimbursement of ten dollars ($10.00) per meal, or actual cost, whichever is less, will be paid for any trip of seven and one-half (7.5) hours or more. Up to an additional ten dollars ($10.00) will be authorized for each increment of four (4) hours above seven and one-half (7.5) hours. Employees must provide receipts to receive reimbursement or information regarding the vending machine or concession stand in order to receive reimbursement.

9.12 OVERNIGHT TRIPS

Overnight Trips, when the bus and Driver remain with the group, will be posted for three (3) working days. Drivers may bid for the Trip, following the seniority bidding process. These Trips will be paid a minimum of eight (8) hours per day of the Driver's pay at the increase referenced previously.

ARTICLE X

VACATIONS AND HOLIDAYS

10.1 REQUESTS FOR VACATION

Vacations for full-time twelve (12) month Employees will be scheduled with the Transportation Director. Requests for vacations must be made in writing to the Transportation Director. Such vacation is to be taken at the convenience of the Employer.

10.2 VACATION WITHOUT PAY

By special request, the Employer may consider any eligible MSTA employees request for vacation without pay.

10.3 VACATION ACCRUAL

Vacation leave days shall only be available for full-time, twelve-month positions. Each eligible twelve-month, full-time employee shall be credited with vacation days for the fiscal year (July 1 through June 30) in accordance with the following schedule: Full-time staff shall receive a prorated amount of vacation leave days per year based on their hire date, rounded to the nearest half day or full day. Vacation time cannot be taken before it is earned.

Employees serving in full-time, twelve-month positions are entitled to paid vacation benefits as follows:

- One (1) year to four (4) years of service will receive ten (10) vacation days.
- On the start of their fifth (5^{th}) year of service will receive fifteen (15) vacation days.
- On the start of the fifteenth (15^{th}) year of service will receive twenty (20) vacation days.
- A year of service is a minimum of 120 work days.

10.4 VACATION CREDITING

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

10.5 COMPENSATION ON TERMINATION

Earned but unused vacation shall be paid out upon termination of employment in accordance with applicable law.

10.6 VACATION SCHEDULING

Vacation leave shall be taken at times that may be mutually agreed to by both the full-time employee and his/her immediate supervisor. A total of five (5) vacation days not used at the end of the fiscal year will roll over to the following fiscal year. Any unused vacation days shall not accumulate beyond the five (5) days that can roll over and shall not be compensated. Vacation requests shall be provided with one (1) week notice to the supervisor, except for extenuating circumstances. Approval/disapproval of vacation requests shall be provided within seventy-two (72) hours of initial request.

10.7 FULLTIME EMPLOYEE HOLIDAYS

The following days shall be observed as holidays without loss of pay for full-time, twelve (12) month employees:

New Years Day	Martin Luther King Day	Presidents Day	Good Friday
Memorial Day	Juneteenth	Fourth of July	Labor Day
Columbus Day	Election Day*	Thanksgiving Day	Day After Thanksgiving
Christmas Eve	Christmas Day	New Year's Eve	

If the district elects not to observe a holiday in Section 8.6: As an example, Good Friday, and students are in attendance and therefore it is a regular work day, the employee will be granted a floating paid holiday upon approval by their immediate supervisor to be taken during the current fiscal year. If an official act by the legislature add/delete a holiday, the holiday shall be added/deleted from the holidays listed in Section 8.6.

* Only observed in years in which it is a general election year and is observed under Illinois School Code.

10.8 BUS DRIVER HOLIDAYS

Employees who have a guarantee of at least twenty-five (25) hours per week shall be entitled to the following paid holidays when school is not in session

Thanksgiving Day	Christmas Day	Martin Luther King Day	Labor Day

ARTICLE XI

SENIORITY AND ATTENDANCE

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

11.1 POSTING

The Employer shall post a copy of the seniority list monthly and provide one copy to the MSTA president.

11.2 LOSS OF SENIORITY

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

A. Voluntary or involuntary termination.
B. Transfer to a non-bargaining unit position.
C. An Employee fails to give a written notice of an intent to return to work within five (5) days of a notice for a recall, provided that person has been notified by Certified Mail.
D. An Employee is absent from work for three (3) days without advising the Employer.
E. The Employee is retired.
F. The Employee has knowingly or intentionally falsified records.
G. The Employee engages in a work stoppage or other concerted action against the Employer.

11.3 SENIORITY ACCRUAL AND ATTENDANCE

A. Seniority shall accrue for full-time Employees at the rate of one (1) year for each year worked. That year is defined as one hundred seventy-four (174) days for Bus Drivers and Bus Aides and a minimum of two hundred sixty (260) days for Mechanics, Mechanics Helper, and Dispatchers. All part-time Employees shall accrue seniority on a fractionalized basis according to the definition. Seniority shall accrue only in an Employee's job classification, and such seniority shall not be transferred from one job classification to another.

B. No seniority shall accrue during unpaid leave of absence/dock day(s) except in cases of emergency, or whereby an absence has been previously scheduled, approved, and/or excused by the Director of Transportation or his designee. The Employee shall provide documentation of said absence/emergency to the Director of Transportation or designee upon return to work.

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

ARTICLE XII

LAYOFF OF EMPLOYEES

12.1 LAYOFF SENIORITY

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

12.2 RECALL

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

Employees who have been offered re-employment and who have declined per the provisions of this contract shall be removed from the recall list and have no other obligation due from the Employer. Call back from layoff status shall not extend for more than one (1) year from the start of the following school term (July 1 to June 30).

12.3 BENEFITS

Benefits shall not accrue during layoffs. 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 XIII

INSURANCE

13.1 HEALTH/MAJOR MEDICAL

A. With the approval of the respective carriers, regularly employed part-time Employees, who are consistently scheduled to work a minimum of 20 hours per week, for a school term consisting of 174 pupil attendance days, may participate in their respective Employer's health/major medical plan at their own expense through a payroll deduction plan. Individuals must provide evidence of insurability. Full time Mechanics, Dispatchers and Mechanics Helpers shall be allowed to participate in the group health plan offered by the Employer on the same terms as employees in the MESP bargaining unit.

B. Drivers and Bus Aides who work a guaranteed twenty-five (25) hours a week during the school year are eligible to enroll in the District 15 insurance plan (medical, dental and/or vision) and if they enroll, shall receive up to a five hundred dollars ($500.00) per month contribution toward the monthly premium(s) for the 2026/2027 school year. For school years after the 2026-2027 school year, employees will split any premium increases based on the lowest premium HMO single plan with the Board of Education. The Board of Education will contribute 50% of the premium increase and the employee shall pay the other 50%. If the employee's monthly premium(s) is less than the amount provided by the Board of Education (i.e., the employee enrolls in vision and/or dental) the monthly contribution will be in the amount of the premium(s) and any excess will not be paid to the employee.

C. If two district staff members are married, they may elect to apply the combined monetary value of their two district premium contributions to the cost of family coverage.

13.2 GROUP LIFE INSURANCE

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

ARTICLE XIV

OTHER BENEFITS

14.1 REIMBURSEMENT

A. **Physical Reimbursement:** Full reimbursement of the physical exam fee at a clinic/hospital designated by the Employer and necessary drug testing as required by Local, State and Federal Laws.

B. **Drug Testing:** Pre-employment, reasonable suspicion, post-accident, random and return to duty drug and alcohol testing will be paid for by the districts. The Employee will pay for subsequent tests as a result of failure. Drivers will be paid their regular hourly rate for all time spent for random drug/alcohol testing. Reimbursement on the above will be made to the Employee upon presentation of proper documentation that is satisfactory to the Employer. The Districts will compensate the Employee at their regular hourly rate for annual physical and drug tests.

C. **Payment to Districts:** Any Employee who leaves prior to his/her probationary period ending shall have the cost of the Drug Employment Test; the Physical Exam and the cost of the Commercial Driver's License deducted from his/her last payroll check.

D. The Employer shall reimburse a Probationary Employee the cost of the School Bus CDL and Permit upon receipt of proof of passing the appropriate exams after sixty (60) work days (driving students). Non-probationary Employees shall be reimbursed upon receipt of proof of passing the appropriate exams as soon as practicable. The Employer shall reimburse the Driver renewal fees, permit renewal, registration fees for the initial class and the annual refresher course according to the fees established by the State.

E. The eight (8) hour Driver Safety Course is required for new Drivers only. Reimbursement will be issued up to eight (8) hours, at the regular hourly rate of pay.

F. Reimbursement will be issued, up to twenty-five (25) hours at the regular hourly rate of pay, and evaluated thereafter on a case by case basis, for Behind the Wheel Training.

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

14.2 UNIFORMS AND EQUIPMENT

Mechanics/Mechanics' Helper will receive five (5) changes of uniforms specified by the Employer at the completion of the Probationary Period. Mechanics uniforms are provided as part of the salary. The Employer will provide a digital camera for use by the Mechanics/Mechanics' Helper when required by the Employer.

14.3 TOOL INSURANCE

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

14.4 LONGEVITY BONUS

A three hundred dollar ($300.00) bonus will be issued for those employees who begin service years fifteen (15) or year seventeen (17) or year twenty (20). The bonus will be issued at the beginning of the school year (either first or second payroll) and issued in a lump sum.

14.5 SAFE DRIVER AWARD

All Drivers that have no preventable accidents or tickets against them for the school year will be given a bonus payment of two hundred twenty five ($225.00). Drivers must be employed through the end of the year. If a Driver begins working after the start of the year or is on an approved leave, their bonus will be prorated based on days worked that school year.

14.6 ATTENDANCE INCENTIVE

An Attendance Incentive shall be provided to all Employees as follows:

Days absent for eligibility

Zero (0) days missed per month with the exception of the approved use of a Personal Day. This Incentive is only payable for the months of September through May. If a Driver begins working after the month began, their bonus will be prorated based on days worked during that month and then will resume as normal going forward.

Bonus: $150.00 per month

14.7 UNUSED SICK DAYS

If any MSTA Employee accrued enough paid sick leave, the District will buy back accrued sick leave exceeding two hundred-forty (240) days, up to a maximum of sixty (60) days at the rate of fifty dollars ($50.00) per day upon retirement. Any day(s) used for IMRF creditable service shall not be used towards this benefit. The payment will be made after the final day of work, after the final paychecks for regular earnings are issued, and at least thirty (30) calendar days after the date of retirement.

14.8 THIRD PARTY TESTERS

Upon verification of the possession of a valid State Certified Third Party Tester Certificate, Employees will be issued a one (1) time recognition payment of one hundred dollars ($100.00).

ARTICLE XV

NO STRIKE / NO LOCKOUT

15.1 NO STRIKE/NO LOCKOUT

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

15.2 WAIVER OF NO STRIKE CLAUSE

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

15.3 NO LOCKOUT PROVISION

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

ARTICLE XVI

TECHNICAL CLAUSES

16.1 DURATION

The Agreement shall be effective upon final ratification by the Boards and shall continue in effect until June 30, 2031.

16.2 EFFECTIVE DATE & RETROACTIVE PAY INCREASES

As of the date of ratification of this Agreement, salary of current Employees will be issued retroactive to July 1, 2026 according to the compensation schedule: APPENDIX A.

16.3 CONTRACTUAL AMENDMENTS

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

16.4 COMPLETE UNDERSTANDING

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with or are different from the express terms of this Agreement, including without limitation all practices, policies and procedures set forth in the Transportation Handbook. The parties acknowledge that during the negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

16.5 SAVINGS CLAUSE

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

SIGNATURE PAGE

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

For the Board of Education
McHenry School District No. 15

Board President _____

Date: _____

For the Board of Education
McHenry School District 156

President _____

Date: _____

For McHenry School Transportation Association
IEA-NEA (MSTA)

Union President _____

Date: _____

SIGNATURE PAGE

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

For the Board of Education
McHenry School District No. 15

Board President _____

Date: 6/9/26

For the Board of Education
McHenry School District 156

President _____

Date: 6/15/26

For McHenry School Transportation Association
IEA-NEA (MSTA)

Union President _____

Date: 6/16/26

APPENDIX "A"

HOURLY COMPENSATION SCHEDULES

SECTION 1 CURRENT BUS DRIVERS

All Bus Drivers who were employed prior to July 1, 2026, and are currently listed on the salary matrix will continue to follow the salary matrix until the 2030-2031 school year. For the 2030-2031 school year, all Bus Drivers will receive the percent increase as outlined in section two (2).

Bus Drivers					
	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
STEP 1					
STEP 2	$22.35				
STEP 3	$22.60	$23.36			
STEP 4	$22.80	$23.62	$24.29		
STEP 5	$23.00	$23.83	$24.56	$25.20	
STEP 6	$23.20	$24.04	$24.78	$25.48	
STEP 7	$23.35	$24.24	$25.00	$25.71	
STEP 8	$27.06	$27.06	$27.06	$27.06	

Current Bus Drivers who are on step eight (8) for the 2025-2026 school year and any Bus Drivers who are currently beyond step eight (8) will receive a one-time adjustment for the 2026-2027 school year as outlined and then will receive the percent increase as outlined in section two (2) for future years.

ONE TIME ADJUSTMENT 2026-2027

2026-2027
$2.75

SECTION 2 BUS DRIVERS BEYOND STEP 8 AND WAGE INCREASES

Current Drivers that were hired before July 1, 2026, and are off the salary matrix, beyond step eight (8), will receive the one-time adjustment for the 2026-2027 school year as outlined in Section one (1) and then receive the percent increases for each school year as outlined below.

ALL DRIVERS				
	2027-2028	**2028-2029**	**2029-2030**	**2030-2031**
Percent Increase	4.50%	4.00%	3.75%	(CPI) Floor 3.5% Ceiling 4.5%

SECTION 3 NEW BUS DRIVERS

Bus Drivers hired starting July 1, 2026, and after will receive the starting rate as listed below. Bus Drivers hired starting July 1, 2026, and beyond will receive the annual increase as outlined in section two (2).

NEW BUS DRIVERS					
	2026-2027	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**
Starting Rate	$22.25	$23.20	$24.01	$24.85	$25.72

SECTION 4 CREDIT FOR PRIOR EXPERIENCE FOR BUS DRIVERS

Any new Bus Driver hired by the District shall be paid the minimum hourly rate of pay as designated in Section three (3) unless the District gives the Bus Driver credit for prior experience. Compensation for such credit shall not exceed the rate of a current Bus Driver with the same years of experience. The new Bus Driver must possess a valid CDL license upon hiring in order to acquire prior experience. The Association will be notified of such instances.

SECTION 5 NEW MECHANIC, MECHANIC HELPER, DISPATCHER, AND BUS AIDES

Beginning July 1, 2026, the hourly wages for any new hire in the relevant school year will be as follows:

New Hires					
Job Title	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**
Mechanic	$31.30	$32.32	$33.37	$34.45	$35.57
Mechanics Helper	$21.05	$21.74	$22.44	$23.17	$23.92
Dispatcher	$22.67	$23.41	$24.17	$24.95	$25.76
Bus Aides	$16.75	$17.21	$17.68	$18.17	$18.67

SECTION 6 CURRENT MECHANIC, MECHANIC HELPER, DISPATCHER, AND BUS AIDES

Current Mechanics, Mechanics Helper, Dispatchers, and Bus Aides will receive the following annual increases:

2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
4.25%	4.00%	3.75%	3.75%	(CPI) Floor 3.5% Ceiling 4.5%

Current Bus Aides for the 2026-2027 school year, if below the starting rate of $16.75, will be brought to $16.75 and then receive 4.25% increase.

SECTION 7 CREDIT FOR PRIOR EXPERIENCE FOR MECHANIC, MECHANIC HELPER, DISPATCHER, AND BUS AIDES

For any new Employee hired by the district for the position of Mechanic, Mechanic Helper, Bus Aide and Dispatcher shall be paid the minimum hourly rate of pay as specified above, unless the district grants credit for prior experience based on the Employee's experience in a role with a similar title.

The compensation for such credit shall not exceed the rate of an employee in the same category with the same number of years of experience unless the new employee possesses qualifications that are special or unique. In such cases, the Association will be notified of the special and unique qualifications and the hourly rate for that employee.

SECTION 8 CPI DEFINED

*For school year 2030-2031 returning employees' hourly rate shall increase equal to the percentage attributable to the corresponding fiscal year in accordance with the Illinois Property Tax Extension Limitation Law (PTELL), commonly referred to as the "tax cap," subject to an annual floor 3.5% (no less than) and a ceiling of 4.5% (no more than). More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor's Bureau of Labor Statistics, in December, two calendar years prior to the year in which taxes are extended (collected). Example: CPI released for December 2028 will be used on July 1, 2030 (Levy Year 2029).