

MASTER AGREEMENT

BETWEEN

**BOARD OF EDUCATION
CICERO SCHOOL DISTRICT 99
COOK COUNTY, ILLINOIS**

AND

**CICERO COUNCIL
SERVICE EMPLOYEES INTERNATIONAL
UNION
LOCAL 73, CTW**

BUS DRIVERS

July 1, 2013 - June 30, 2017

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article I – Recognition	1
Article II – Term of Agreement	1
Article III – Assignments and Reduction in Force	2
Article IV – Seniority	6
Article V – Probationary Period	6
Article VI – Discipline	7
Article VII – Health Insurance	8
Article VIII – Leaves of Absence and Holidays	11
Article IX – Union Rights and Responsibilities	13
Article X – Management Rights	15
Article XI – Subcontracting	16
Article XII – Grievance and Arbitration	16
Article XIII – Wages – Wage Increase	19
Article XIV – Retirement	20
Article XV – Approval and Execution	21

PREAMBLE

The Board of Education of Cicero District No. 99, Cook County, Cicero, Illinois, hereinafter referred to as "Board" and the Service Employees International Union, Local 73, hereinafter referred to as the "Union," recognize that the aim of the public schools is to provide the best educational opportunities possible for the students of District No. 99. The Board and the Union agree that the attainment of the educational objectives of the District is dependent upon mutual cooperation between the Board and the Union.

ARTICLE I - RECOGNITION

Section 1.1. Recognition.

The Board recognizes the Union as the sole and exclusive bargaining agent for all full-time (27-1/2 hours per week) bus drivers employed by School District No. 99, as certified by the Illinois Educational Labor Relations Board, Case No. 96-RC-0024-C, and all full-time and part-time substitute bus drivers employed by School District No. 99, as certified by the Illinois Educational Labor Relations Board, Case No. 2012-RS009-C. Unless specifically stated in a specific portion of the Agreement, these terms shall only apply to all full-time bus drivers and NOT any full-time or part-time substitute bus drivers.

Section 1.2. Complete Agreement.

This Agreement shall constitute the full and complete Agreement between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties by way of a written and signed amendment to this Agreement. The parties shall not be obligated to negotiate during the term of this Agreement, except as provided for herein.

ARTICLE II - TERM OF AGREEMENT

Section 2.1. Renewal; Renegotiation.

This Agreement shall be automatically renewed upon the expiration hereof, unless either party notifies the other in writing of its desire to renegotiate the terms and conditions of this Agreement. Such notification shall be in writing and delivered on or before April 30, 2010. In the event of such notice, the parties agree to meet and negotiate a successor Collective Bargaining Agreement. This portion of the Agreement shall pertain to all full-time bus drivers and all full-time/part-time substitute bus drivers.

ARTICLE III - ASSIGNMENTS AND REDUCTION IN FORCE

Section 3.1. Bus Routes.

- A. Prior to the commencement of the school year, the District shall post all bus routes for the forthcoming school year. Drivers shall select their routes for the forthcoming year on the basis of seniority as defined in this Agreement.

Once route times are established, they will be reevaluated upon reasonable written request of the driver and/or the District. The written request must include the reasons for the request and must be submitted after the driver has driven the route for a minimum of fifteen (15) days. The Director of Transportation shall reevaluate the route and notify the driver in writing within five (5) working days of receipt of the request of the driver and/or District. If the driver disagrees with the Director of Transportation's decision, he/she may appeal the decision to the Superintendent of Schools. In the event the route time is increased as a result of the reevaluation, the increase will be retroactive to the date of the driver's request. In the event the reevaluation is requested by the employee and there is a decrease in route time. The decrease will be effective as of the date of the Director of Transportation's decision and the employee will have the option of bidding on a different route. In the event the reevaluation is requested by the employer and there is a decrease in route time. The decrease will be effective as of the date of the Director of Transportation's decision and the employee will not have the option of bidding on a different route.

- B. The Transportation Director or designee will call the employees on the substitute seniority list in consecutive order for any open full-time routes or qualifying part-time, substitute routes. An assignment may be refused by a substitute driver up to two (2) times during the school year before the employee loses his/her selection privileges for routes for the remainder of the school year SO LONG AS the refusal of a route does not permit a substitute driver to NOT drive at least twenty-five (25) hours per week.

Section 3.2. Student Supervisors.

Drivers who are assigned to work as student supervisors shall be compensated a minimum of 1.00 hours or 'the actual time worked, whichever is longer. Drivers shall be paid at their regular rate of pay for such work. Assignments to student supervisor work shall be made as described below for field trips, unless student supervision has been included as part of a driver's regular route. This portion of the Agreement shall pertain to all full-time bus drivers and all full-time/part-time substitute bus drivers.

Section 3.3. Extra Duty Assignments.

Extra Duty Assignments will be assigned on a rotating seniority basis amongst full-time drivers unless no full-time driver is available. There shall be a list established at the beginning of the School Year which is updated as soon as additional Extra Duty Assignments are scheduled that will be posted on the bulletin board of all drivers to see in order for the drivers to determine what, if any, extra duty assignments the driver would like to bid on for assignment. No driver shall be eligible for an extra duty assignment if, in the opinion of the District, the timing of that field trip would interfere with the driver's regular route. Once a driver accepts an extra duty assignment, the driver shall move to the end of the rotating seniority list. Drivers shall not be moved to the end of the rotating seniority list if the driver is unable to accept the extra duty assignment because the proposed assignment interferes with the driver's regular route and/or assignment. In the case of an emergency, the driver who is in the bargaining unit that is most readily available to service the route assignment without causing undue delay shall be assigned. If there is no driver in the bargaining unit that is readily available to service the route without causing undue delay, a non-bargaining unit driver may be assigned.

Section 3.4. Extra Duty Compensation.

Drivers on extra duty assignments will be compensated for actual driving time only. A range of time to approximate the duration of the extra duty assignment will be included with each extra duty posting. Upon approval of the Superintendent or designee, on trips which involve multiple stops and/or the bus remaining with the students, the driver will be compensated for the time with the vehicle. If multiple stops or additional time are requested during the trip, it is the responsibility of the driver to request permission from the Director of Transportation or his/her designee before additional compensation for this time is available. In order to be compensable, the additional compensation must be approved by the Superintendent or designee.

Section 3.5. Summer School Assignments.

Summer school assignments shall be made on the basis of seniority and availability for the entire Summer School term. On or before May 15, each driver shall advise the District as to whether he/she is interested in serving as a summer school bus driver.

Drivers who accept a summer school assignment and fail to work the entire summer school session shall not be eligible to work summer school for the next two (2) consecutive years. This shall not apply when drivers are unable to work the entire summer school session due to personal or immediate family illness. It shall be the employee's responsibility to provide proof of personal or immediate family illness.

Section 3.6. Reduction In Force.

If as a result of a reduction in bus routes it is necessary for the District to reduce the number of employees in the bargaining unit, all probationary employees shall be terminated prior to the release of any non-probationary employee. This portion of the Agreement shall pertain to all full-time bus drivers and all full-time/part-time substitute bus drivers.

Section 3.7 Vacancies After Reduction In Force Assignments and Reduction in Force

If a vacancy occurs during the school term in which the employees are laid-off or during the following school term or within one (1) calendar year from the beginning of the following school term, the District shall first offer reemployment to the drivers laid off on the basis of seniority (most senior being recalled first), provided the driver to be recalled is determined to possess the current skills. This portion of the Agreement shall pertain to all full-time bus drivers and all full-time/part-time substitute bus drivers.

Section 3.8. Mid-Year Route Reductions.

If during the course of a year as a result of changes in enrollment pattern, a driver's route is adjusted so that the route falls below twenty-seven and one-half (27-1/2) hours per week, the driver shall remain in the bargaining unit for the balance of the school year and shall suffer no loss of benefits so long as employee pays his/her share of the benefit cost. The District reserves the right to assign the driver to other tasks of Transportation Department related work in order to provide the driver with a full schedule. If there is help needed in any Transportation Department area for which the driver is qualified, the driver can provide that help (such as supervising children on the bus, washing district vehicles, etc.) to avoid a mid-year reduction in hours. Drivers may accept or reject such offer. If employee were to reject such an offer to avoid a mid-year reduction in hours, employee shall not be eligible to receive benefits at the employee cost.

Section 3.9. Mandatory Meetings.

Employees who are required to attend meetings, called by the Administration, which occur outside of regular working hours shall be paid for such time at their regular rate of pay, rounded to the nearest quarter hour. This portion of the Agreement shall pertain to all full-time bus drivers and all full-time/part-time substitute bus drivers. Any employee that misses a required meeting must make up that meeting.

Section 3.10. Drug Testing.

If an employee is required to submit to drug testing as a result of an accident, and the employee tests negative, the employee shall be reimbursed for any work time lost while submitting to the test. The District and Union agree that the District has the right to test employees for the presence of controlled substances in an employee's system for the following reasons: (1) pre-employment testing, (2) post accident testing, (3) reasonable suspicion testing, (4) random testing and (5) for reasons required pursuant to State and/or Federal law. This portion of the Agreement shall pertain to all full-time bus drivers and all full-time/part-time substitute bus drivers.

Section 3.11. Splitting of Out of District Routes of Absent Drivers.

In the event the out of district route of an absent driver is completed by having one or more drivers do all or a portion of the route as well as their own route, then the drivers involved shall each be paid the appropriate portion of the hours of the absent driver as determined by the Director of Transportation, less the corresponding portion of the absent driver's time for pre-trip inspection, in addition to their regular hours. This portion of the Agreement shall pertain to all full-time bus drivers and all full-time/part-time substitute bus drivers. However, no full-time/part-time substitute bus driver shall perform such work unless no full-time bus driver can perform the route.

Section 3.12 . Assigning Vacant Routes.

In the event a new route is established or a route becomes vacant (permanently or temporarily for a period expected to last no less than 15 days) during the school year, the job shall be posted for at least five (5) work days and all applications shall be considered. Applicants will be considered and the route will be assigned based upon the determination of the qualifications and appropriateness of assignment with seniority being the deciding factor, if all other factors are deemed equal between applicants, as determined by the Superintendent or designee.

Section 3.13. Overtime.

This section shall provide the basis for the calculation of overtime but shall not be construed as a guarantee of additional hours per day and/or week for any driver. Overtime shall be paid at the rate of time and one-half the regular hourly rate for all work performed in excess of forty (40) hours worked in any one week by any nonexempt employee as defined pursuant to the Fair Labor Standards Act. For purposes of figuring overtime hours, all hours must be computed per work week for actual hours worked. When practical, overtime must be approved in advance by the Superintendent or designee in order to be compensable. The normal hours of work for a driver shall not be changed solely for the purpose of avoiding the payment of overtime unless the driver has already worked a reasonable amount of overtime in the work week. This portion of the Agreement shall pertain to all

full-time bus drivers and all full-time/part-time substitute bus drivers.

ARTICLE IV – SENIORITY

Section 4.1. Seniority Defined.

For purposes of this Agreement, “Seniority” is defined as a driver’s length of continuing full-time service as a bus driver in the District. Upon successful completion of the probationary period, seniority shall revert back to the most recent date of hire. A separate seniority list will be maintained for full-time/part-time substitute bus drivers.

Section 4.2. Seniority Lists.

Each year the District shall establish a list showing the length of continuing service of each driver. Copies of the list shall be distributed to the Union on or before February 1 of each year. The District will also update the seniority list prior to the time that drivers select routes in accordance with Article III. A separate seniority list will be maintained for full-time/part-time substitute bus drivers.

Section 4.3. Loss of Seniority

The term seniority shall mean an employee’s service from his/her date of hire into the Transportation Union as a full-time employee, full-time and/or part-time substitute of the District. Seniority shall not be broken unless an employee (1) is discharged, (2) resigns or (3) is laid off for more than one year.

ARTICLE V - PROBATIONARY PERIOD

This portion of the Agreement shall pertain to all full-time bus drivers and all full-time/part-time substitute bus drivers.

Section 5.1. Probationary Period.

All drivers shall serve a probationary term of one full year.

Section 5.2. Termination of Probation.

All probationary drivers shall be deemed to have successfully completed their probationary period unless they receive notice of dismissal in writing from the Board on or before July 15 of the probationary year. If a driver successfully completes his/her probationary period the driver shall be credited for such time for the purpose of calculating seniority and benefits where such credit is applicable within the collective bargaining agreement.

Section 5.3. Suspension or Termination.

The District may suspend or terminate a probationary driver at any time during his/her probationary period at the discretion of the District. Probationary drivers have no right to grieve a suspension or dismissal.

ARTICLE VI - DISCIPLINE

This portion of the Agreement shall pertain to all full-time bus drivers and all full-time/part-time substitute bus drivers.

Section 6.1. Just Cause: Right to Discipline.

All drivers who have successfully completed their probationary period shall be subject to discipline, including suspension and discharge, for just cause.

Section 6.2. Procedures to Review Suspension or Termination.

- A. When an administrator calls a conference with an employee which might lead directly to dismissal or suspension the following provisions shall be applicable:
 - 1. The employee and bargaining unit President shall be informed in advance of the purpose of the conference;
 - 2. The employee shall have the right to have a union representative present at the conference;
 - 3. The decision regarding discipline will not be made until the employee has had the opportunity to respond during the conference to any charges shared at the conference; and
 - 4. The employee will receive written notice of the administrator's decision, including discipline if merited.
- B. In the event a bargaining unit member is relieved of his/her duty with or without pay, he/she may discuss the matter with the Superintendent before proceeding to Stage Four of the grievance procedure.
- C. In the event a decision to suspend or dismiss a bargaining unit member is made by the Board of Education, The Union may proceed to Stage 5 (Arbitration) without resort to prior steps.

Section 6.3.

Upon written request from a driver, record of a disciplinary action or other adverse material shall be removed from the employee's personnel file after two years, provided there has been no reoccurrence of the original infraction or incident. However, any record pertaining to vehicle accident, driving record or other infraction while on the job shall remain in the employee's personnel file for the time period mandated by applicable governmental statute or regulation. Major disciplinary actions, (such as suspension) shall be removed after three (3) years, upon written request. Evaluations shall not be removed.

ARTICLE VII - HEALTH INSURANCE

Section 7.1. Health Insurance.

- A. The District agrees to provide hospitalization and major medical insurance to drivers at such level as is negotiated with the Drivers Union from time to time. Married drivers, or drivers with a spouse as defined by 750 ILCS 75/1 et. seq., shall be provided benefits themselves, their spouses and their dependents. Unmarried drivers shall be provided with benefits for themselves and their dependents if any. The benefits for drivers who qualify under this provision shall be as follows based upon their yearly earnings and whether the employee earns more than/less than \$39,500.00 per year.

- B. The insurance premium shall be paid in equal installments per check for 21 checks.

UNDER \$39,500

<u>HMO Blue Advantage</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2013-2014	<u>\$36.00</u>	<u>\$70.61</u>
2014-2015	<u>\$38.00</u>	<u>\$72.77</u>
2015-2016	<u>\$40.00</u>	<u>\$74.91</u>
<u>2016-2017</u>	<u>\$42.00</u>	<u>\$77.04</u>
<u>HMO Illinois</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2013-2014	<u>\$42.00</u>	<u>\$74.89</u>
2014-2015	<u>\$44.00</u>	<u>\$79.19</u>
2015-2016	<u>\$46.00</u>	<u>\$83.47</u>
<u>2016-2017</u>	<u>\$48.00</u>	<u>\$87.74</u>
<u>PPO</u>		

<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2013-2014	<u>\$44.00</u>	<u>\$81.31</u>
2014-2015	<u>\$46.00</u>	<u>\$85.61</u>
2015-2016	<u>\$48.00</u>	<u>\$87.75</u>
2016-2017	<u>\$50.00</u>	<u>\$89.88</u>

OVER \$39,500

<u>HMO Blue Advantage</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
<u>2013-2014</u>	<u>\$51.43</u>	<u>\$94.29</u>
<u>2014-2015</u>	<u>\$54.29</u>	<u>\$97.14</u>
<u>2015-2016</u>	<u>\$57.14</u>	<u>\$100.00</u>
<u>2016-2017</u>	<u>\$60.00</u>	<u>\$102.86</u>
<u>HMO Illinois</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
<u>2013-2014</u>	<u>\$60.00</u>	<u>\$100.00</u>
<u>2014-2015</u>	<u>\$62.86</u>	<u>\$105.71</u>
<u>2015-2016</u>	<u>\$65.71</u>	<u>\$111.43</u>
<u>2016-2017</u>	<u>\$68.57</u>	<u>\$117.14</u>
<u>PPO</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
<u>2013-2014</u>	<u>\$62.86</u>	<u>\$108.57</u>
<u>2014-2015</u>	<u>\$65.71</u>	<u>\$114.29</u>
<u>2015-2016</u>	<u>\$68.57</u>	<u>\$117.14</u>
<u>2016-2017</u>	<u>\$71.43</u>	<u>\$120.00</u>

- C. Any full time driver employed on or prior to June 30, 2013, who has been exercising his/her option to purchase health insurance pursuant to Section 8(a)(i) above, may elect to receive \$1,500.00 as additional compensation in lieu of purchasing single health insurance coverage (if the driver is ONLY eligible for District single health insurance), \$2,275.00 as additional compensation in lieu of purchasing family insurance (if the driver is eligible for District family insurance BUT the individual purchases District single health insurance) OR \$3,000.00 as additional compensation in lieu of purchasing ANY District health insurance (if the driver is eligible for District family insurance and chooses not to purchase any District health insurance).

Such a decision to accept the additional compensation in lieu of purchasing District health insurance must be made by the employee prior to the open enrollment period in any school year in which the additional compensation is to be paid. Said additional compensation shall be added to his/her gross salary and paid in equal installments as part of his/her regular paycheck. Any amounts paid to the employee under this election shall be subject to usual and customary withholding of taxes, TRS contribution (if required), and any other withholdings required by law.

No individual who is currently enrolled in/enrolls in any Retirement program (if any is permitted) shall be eligible to receive such additional compensation pursuant to this section of the Agreement. In addition, if an individual who seeks to receive the additional compensation from this provision would cause the District to violate the laws and regulations which specifically preclude an employer from offering a financial incentive or other benefit to an employee not to enroll in, or to terminate enrollment in, a general health plan that is or would be primary to Medicare shall not be eligible for the additional compensation.

Employees who seek to re-enroll in the District's health insurance may do so in accordance with the rules of the plan.

- D. An insurance committee shall be established. The Committee will be composed of eight members appointed by the Union; four Board appointees; one custodian; one bus driver; and one exempt employee. The Committee shall meet annually or as needed to review the District's insurance program. The Committee may prepare recommended modifications or changes in the insurance program to be submitted to the Board and the Union for ratification.
- E. The District will provide a wellness program at no cost to the employee at a site(s) of the District's choosing.
- F. All employees who are enrolled in a District insurance program during a specific school term shall continue to participate in the District insurance program for which they are enrolled at the rates specified above in this Agreement between the end of that school term and the beginning of the next school term. New insurance premium rates shall change on July 1st of each school term for that school session.
- G. The Board reserves the right to utilize any insurance carrier or to self-insure using a professional claims administrative service so long as the coverage(s) selected are comparable to the current coverage.
- H. The District shall provide a premium conversion flexible benefit plan. The cost of administering this plan shall be borne by the Board

Section 7.2. Health Insurance for Retirees.

Employees with at least ten years of service with the District who wish to retire between the ages of 62 to 65 years of age shall have their individual medical insurance paid by the Board of Education until that person reaches the age of 65 or becomes eligible for Medicare as determined by the Federal Government, provided the retired employee continues to pay monthly, the amount of the premium paid by active employees.

ARTICLE VIII - LEAVES OF ABSENCE AND HOLIDAYS

Section 8.1. Sick Leave.

Each full-time driver shall accrue three (3) sick days at the start of each quarter, with a maximum accrual of twelve (12) days. Each full-time/part-time substitute bus driver shall accrue two and one-half (2.5) sick days at the start of each quarter, with a maximum accrual of ten (10) days. If an employee has an extended illness as verified by a physician, the employee may draw upon unaccrued sick days for the current school year. The Board recognizes all sick leave which employees have accrued as of the date of this Agreement. Drivers shall be provided a list documenting updated accrued sick days no later than October 1st and February 1st of each year. Drivers must notify the Transportation Department AND current automated attendance reporting system to report all absences at least sixty (60) minutes prior to the start of each of the driver's routes.

Section 8.2. Doctor's Certificate.

In the event a driver is sick more than three consecutive days, the District may require the driver to furnish a doctor's certificate as a condition of return. This portion of the Agreement shall pertain to all full-time bus drivers and all full-time/part-time substitute bus drivers.

Section 8.3. Personal Leave.

Each driver shall be entitled to two personal leave days per year. The first such day shall accrue at the end of the first quarter, and the second such day shall accrue at the end of the first semester. Personal days are not accumulative. Personal days shall be used only to conduct personal business which cannot reasonably be conducted at any other time. Drivers must furnish the supervisor at least 48 hours prior notice of an intent to use a personal day. Personal leave may not be taken on the first day or last day of school or on a day immediately preceding or following a school holiday or other non-attendance day. Such use of personal days may be cause for discipline. Unused personal leave days will be credited toward the employee's sick leave days.

Section 8.4. Special Leave in Bereavement.

Employees shall be allowed up to three (3) total work days of absence during the school term, without loss of pay, in the event of death of a member(s) of the immediate family. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, legal guardians and verifiable steps (i.e. stepdad, stepmom, step-brother, step-sister, step-son, and step-daughter OR any step as authorized by the Superintendent or designee). In the event of death of other relatives not in the immediate family, a Employee shall be granted a one (1) total day of absence without loss of pay. Bereavement leave shall not be cumulative. Neither shall the use of such leave cause any reduction in sick leave.

Upon written request to the Superintendent, the Superintendent or his/her designee may grant an additional two (2) days absence without loss of pay by reason of extenuating circumstances. If a funeral for an immediate family member (as defined above) is held in excess of 500 miles from the District administration building, the employee shall be granted the two (2) total additional work days permitted in this paragraph.

The employee shall provide a copy of an obituary from a publication and/or proof of relative's date of death for such leave.

The use of bereavement leave days shall be immediately after the death of an individual as noted above unless good cause may be shown for use of the leave at a time which is not immediately after the death (i.e. memorial service later in time). The employee shall notify the administration, in writing, of his/her intention to use some or all of the bereavement days at a later date and of the reason(s) for the intended use of some or all of the bereavement days at a later date.

Section 8.5. Jury Duty.

A driver who misses work days because he/she is required to serve on jury duty during the school year shall receive his/her full salary during the period of such service. Any jury duty compensation shall be turned over and remitted to the District.

Section 8.6. Holidays.

Drivers shall be entitled to the following paid holidays: Labor Day*, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. King's Birthday, Lincoln's Birthday or Presidents Day, Casimir Pulaski Day, Memorial Day (only employees who are working summer school shall be entitled to a paid holiday for Independence Day.)

The Board will determine one additional floating holiday per year. Should any days not fall on a normally scheduled work day (Monday-Friday) or should school be in session on these days the administration shall provide a floating day or days in lieu of said holiday. While double time shall be paid to employees who work on a legal holiday, any bargaining unit member required to work on such floating days will be paid at the rate of time and half. Additionally, a full days time off shall be granted for the day after Thanksgiving, Christmas Eve and New Year's Eve. Employees must work their full assignment on the last regularly scheduled work day before a holiday and their full assignment on the first regularly scheduled work day after the holiday to be paid for the holiday. (Double time shall be paid for all hours worked on a holiday, provided prior approval is obtained for extra work from the Assistant Superintendent for Business or Superintendent and/or his/her designee. Employees assigned to out of district routes shall be eligible for double time for working on a holiday based on the holidays on the calendar for the other district.

The following are the only absences before or after a holiday for which an employee shall receive holiday pay:

- A. Verified bereavement due to death of an immediate family member as defined in section 8.4 of this contract.
- B. Subpoena for court appearance for District 99 business only.
- C. Jury Duty. (With compensation for such duty returned to the district less reimbursement for travel and meals).
- D. Superintendent approved union business.
- E. Verified hospitalization of employee (including outpatient medical procedures).
- F. Superintendent approved extended illness of three or more days.

*If it falls after the opening of school.

ARTICLE IX - UNION RIGHTS AND RESPONSIBILITIES

This portion of the Agreement shall pertain to all full-time bus drivers and all full-time/part-time substitute bus drivers.

Section 9.1. Bulletin Board.

The District shall provide a bulletin board at the garage and any other facility where transportation vehicles are located for purposes of Union business notification.

Section 9.2. Chief Steward.

The Union shall designate one driver who shall serve as the Chief Steward for purposes of dealing with the District on matters relating to the interpretation and enforcement of this Agreement.

Section 9.3. No Strike.

During the term of this Agreement there shall be no strikes, work stoppages, or slowdowns. No officer or representative of the Union shall authorize, institute, instigate or condone any such unlawful activities. The District agrees that during the term of this agreement that no members of the Union shall be locked out because of a labor dispute in accordance with the law. If the law shall change during the term of this agreement, the parties may discuss the provisions of the law as amended if one side deems it necessary for the protection of the validity of this agreement.

Section 9.4. Union Dues: Fair Share.

The Board shall deduct Union membership dues from bargaining unit members on a continuing basis in the manner in which it deducts Union dues from members of other bargaining units within the District. The Board will transmit to the Union such dues in the usual course of business in the manner in which it transmits dues from other bargaining units.

Employees covered by this agreement who are not union members as of August 25, 1997, or who subsequently resigned from the Union shall be referred to as "covered non-members." The Board will deduct fair share payments from the earnings of covered non-members and shall remit such sums to the Union. The Union shall annually certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.

The Board will cooperate with the Union to ascertain the names of all covered non-members. The Union shall post a notice concerning the fair share fee information required or permitted by Labor Board rules. The Union shall supply the Board with a copy of the Union's internal fair share appeal procedure.

Upon receipt of formal notice of an objection or unfair labor practice charge relative to fair share payments, the Union and Board agree to comply with all Labor Board rules and orders. Any objectors' fair share payments shall be held in escrow pending a decision or a mutually agreeable settlement.

The Union shall indemnify, defend and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with this provision, on reliance on any list, notice, certification, affidavit or assignment furnished under any of the provisions of this agreement. If, during the term of this

agreement the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and Board agree to reconvene negotiations on these matters immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of the Labor Board or court.

Section 9.5. No Union Activities During Work Hours.

Bargaining unit members shall not perform any Union duties or services during working hours.

Section 9.6. Discipline of Strikers.

The District has the right to discipline, up to and including discharge, its drivers for violating the no-strike provision set forth in Section 9.3.

ARTICLE X - MANAGEMENT RIGHTS

This portion of the Agreement shall pertain to all full-time bus drivers and all full-time/part-time substitute bus drivers.

Section 10.1. Management Rights.

Except as amended, changed or modified by this Agreement, the District retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to: The right to hire, promote, demote, transfer, evaluate, allocate and assign drivers; to discipline, suspend and discharge for cause (probationary drivers, without cause); to relieve drivers from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force, to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the numbers of hours of work and shifts per workweek; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract and relocate or transfer work and maintain efficiency.

Section 10.2. No Conflict.

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the District, except that the exercise of its rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

ARTICLE XI - SUBCONTRACTING

Section 11.1. Policy: Meet and Confer.

It is the general policy of the District to continue to utilize its drivers to perform work they are qualified to perform. However, the District agrees to follow Section 10-22.34c of the Illinois School Code (105 ILCS 5/10-22.34c) as required should it decide to subcontract the work performed pursuant to this collective bargaining agreement. This portion of the Agreement shall pertain to all full-time bus drivers and all full-time/part-time substitute bus drivers.

ARTICLE XII - GRIEVANCE AND ARBITRATION

This portion of the Agreement shall pertain to all full-time bus drivers and all full-time/part-time substitute bus drivers.

Section 12.1. Definition.

A grievance is a complaint involving a work situation or a complaint that there has been a deviation from different interpretation of, or misapplication of a practice or policy; or, a complaint that there has been a violation, a misinterpretation or a misapplication of any provisions of this Agreement; or any matter relating to an official reprimand, continued service, or reemployment of a driver.

Section 12.2. Basic Principles.

- A. Any driver or group of such drivers shall have the right to present grievances in accordance with these procedures. A group shall consist of drivers who hold the grievance in common.
- B. All discussions shall be kept confidential by all parties involved during all stages of a grievance.
- C. A driver who participates in the grievance procedure shall be free from disciplinary action or reprisal because of such participation.
- D. The Administration has the responsibility to consider and take prompt action within authority delegated to it, on grievances presented to it.
- E. The failure of the Union to act within the time limits herein set forth will act as a barrier to any further appeal. The Administrator's failure to render a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

- F. Hearings and conferences held in the nature of executive sessions under this procedure shall be conducted in one of the school offices at a time that will afford a fair and reasonable opportunity for all persons, including witnesses, to be present.
- G. It is agreed that no grievance will be suspended or delayed by the summer vacation.

Section 12.3. Procedures.

- A. First Stage. The aggrieved employee shall request an informal conference with the immediate supervising administrator regarding the adjustment of any grievance. This is to be done within ten (10) school days after the employee becomes aware of the alleged violation. At such and all future conferences regarding the alleged grievance, the employee may be represented by a Union representative. The immediate supervising administrator may have a representative of his choice. The aggrieved employee must be present at this as well as at all subsequent meetings. No other Union organization shall represent the employee. If the aggrieved employee is dissatisfied with the outcome of the conference, he is privileged to proceed to the second stage.
- B. Second Stage. In the event the grievance has not been settled satisfactorily at the first stage, the aggrieved employee, if he/she chooses the Union as his representative, shall file a signed statement setting forth all of the pertinent facts, dates relative to the complaint, and the remedy sought to the Union's Grievance Committee in order that it may review and evaluate the merits of the complaint. Should the committee deem it advisable to file the complaint as a grievance, such notice shall be signed by two members of the Union's Executive Board. Copies shall be submitted to the immediate supervising administrator of the aggrieved employee, to the Superintendent, and to the Assistant Superintendent.

The aggrieved employee, having filed the grievance in writing, shall at a mutually agreeable time discuss the matter with the immediate supervising administrator and his representative if he/she so desires in the presence of a Union representative, with the objective of resolving the matter. The filing of the grievance at the second stage must be within fourteen (14) days of the first stage decision. The immediate supervising administrator who has authority to make a decision on the grievance shall make such a decision and communicate it in writing to the aggrieved employee, to the Superintendent, to the Assistant Superintendent, and to the Union President within fourteen (14) days.

- C. Third Stage. In the event a grievance has not been satisfactorily resolved at the second stage, the aggrieved employee or his representative, within fourteen (14) days of the Administrator's written decision, shall submit a

written statement of rejection with specific reasons to the Superintendent and to the Assistant Superintendent. . Copies of this statement are also to be forwarded to the grievant, to the Administrator involved, and to the Union President

Within fourteen (14) days after the written rejection is submitted, the aggrieved employee, the Administrator, the Superintendent, the Assistant Superintendent, and the Union representative (if the aggrieved employee wishes) shall meet in an attempt to resolve the grievance. The Superintendent shall file an answer within fourteen (14) days of the third stage grievance meeting and communicate it to each party participating in the third stage conference.

- D. Fourth Stage. If the grievance cannot be settled at the third stage, said grievance shall be submitted to the Board through the Superintendent at a mutually agreed-upon "Executive Session." This "Executive Session" shall be held within thirty (30) days after receipt of the grievance by the Board. The aggrieved employee and the Union shall present a written brief to the Board in advance of the "Executive Session." The Board shall allow the employee and his representative to present their case orally at the "Executive Session."
- E. Fifth Stage. If the Union is not satisfied with the decision of the Board, the Union may appeal the grievance to arbitration by notifying the Superintendent in writing within ten (10) calendar days after receipt of the Board's response at the Fourth Stage. Within ten (10) days after receipt of such request, the Union and Board shall jointly submit the dispute to the American Arbitration Association and shall request a panel of five (5) arbitrators. Both the Board and the Union shall have the right to strike two names from the panel. The arbitrator shall fix the time and place of the hearing which shall be as soon as possible after his selection, subject to reasonable availability of the Board and Union representatives.

The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. The arbitrator shall consider and decide only the specific issue raised by the grievance as originally submitted. The arbitrator shall have no authority to make its decision on any issue not submitted to him. The arbitrator shall submit his decision as soon as possible following close of the hearing or submission of written memoranda by the parties. In the event the arbitrator finds a violation of this Agreement, he/she shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties.

The fee and expenses of the arbitrator and the cost of written transcripts, if requested by both parties, shall be divided equally between the Board and the Union. Should only one party request a transcript, that party shall pay for the cost of the transcript.

ARTICLE XIII - WAGES-WAGE INCREASE

Section 13.1. Wages.

For the remaining term of this Agreement, all full-time employees will be paid at the same rate, as follows:

July 1, 2013	\$ 18.97	(2.75%)
July 1, 2014	\$ 19.49	(2.75%)
July 1, 2015	\$ 20.03	(2.75%)
July 1, 2016	\$20.58	(2.75%)

For the remaining term of this Agreement, all part-time and full-time substitute employees will be paid at the same rate, as follows:

July 1, 2012	\$18.10	
July 1, 2013	\$ 18.60	(2.75%)
July 1, 2014	\$ 19.11	(2.75%)
July 1, 2015	\$ 19.64	(2.75%)
July 1, 2016	\$ 20.18	(2.75%)

Section 13.2 Longevity.

The longevity stipend shall only be available to employees eligible to receive the stipend up to and including the first day of school for the 2012-2013 school year. Employees eligible to receive the stipend will receive annual longevity increments as follows:

After 10 years of service	\$450
After 15 years of service	\$550
After 20 years of service	\$650
After 25 years of service	\$750

Section 13.3. Reporting Pay.

Any driver who reports for work on a day when school and/or district transportation service have been cancelled shall be paid one hour of his/her pay for the day unless the District has notified the public via radio and TV that school is cancelled at least one hour prior to the driver's start time or unless the District has notified the driver by phone that school is cancelled at least one hour prior to the driver's start time.

Section 13.4, Attendance Incentive Pay.

Any driver using two (2) or less full days of Sick Leave and Personal Leave in one fiscal year shall be given \$250.00 as incentive pay at the conclusion of the fiscal year. Any driver who completes the fiscal year with perfect attendance shall be given \$500.00 as incentive pay at the conclusion of the fiscal year. Drivers shall only be eligible for the greater incentive documented above. In no case may a driver receive both payments.

ARTICLE XIV - RETIREMENT

Section 14.1. Retirement Eligibility.

Unit members will be eligible to retire:

1. After ten (10) consecutive years of full-time service in the District immediately prior to their retirement date;
2. If the bargaining unit member meets IMRF requirements for retirees; and
3. The bargaining unit member has applied for and been approved by IMRF for retirement.

Section 14.2 Retirement Severance Pay.

A unit member who has entered upon retirement allowance granted by the IMRF, whose last active service, prior to such retirement was in the employ of the BOARD, and who has terminated his/her employment with the BOARD, shall be paid by the BOARD severance pay of two hundred fifty dollars (\$250) per year for each full year of service in the employ of BOARD. The payout shall be made as a post retirement severance payment.

14.3 Unused Sick Leave Reimbursement.

Upon retirement, a service employee with ten years of service in District 99 will receive fifty dollars (\$50.00) per day for unused sick leave up to a maximum of \$5,000. This payout will be paid only to an employee who has accrued sick days remaining after the employee has utilized any and all sick days to secure additional service credit with IMRF. The payout shall be made as a post retirement severance payment once the employee's final retirement has been calculated by IMRF and the employee provides his/her final unused sick day report to the District he/she received from IMRF.

14.4 Health Insurance for Retires.

Health Insurance for retirees is covered in Section 7.2 of this contract.

ARTICLE XV - APPROVAL AND EXECUTION

WITNESS WHEREOF the parties hereto after due consideration have caused this Agreement to be executed by the duly authorized officers this _____ day of _____, 2013.

BOARD OF EDUCATION
Cicero Public School District 99
Cook County, Illinois

CICERO COUNCIL
Service Employees International Union
Local No. 73, CTW
Chicago, Illinois

President

President

Secretary

Secretary