

**BUS DRIVERS  
LABOR AGREEMENT**

**between**

**LIBERTY COMMUNITY UNIT  
SCHOOL DISTRICT 2**

**and**

**DISTRICT NO. 9, INTERNATIONAL  
ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**



**AUGUST 24, 2020 THROUGH AUGUST 23, 2023**

## **TABLE OF CONTENTS**

<b><u>Article</u></b>	<b><u>Page(s)</u></b>
Preamble .....	1
1 Recognition.....	1, 2
2 Check-Off .....	2, 3
3 Non-Discrimination.....	3
4 Employee and Union Rights .....	3, 4, 5
5 Non-Bargaining Unit Employees .....	5
6 Management Rights .....	5
7 Discipline and Discharge .....	6
8 Definitions and Grievance Procedure .....	6, 7, 8
9 Seniority .....	8, 9
10 New and Open Positions .....	9, 10
11 Layoff and Recall.....	10
12 Hours of Work and Overtime.....	11
13 Insurance .....	11
14 Call In Time .....	11
15 Leaves.....	12, 13, 14, 15
16 Legality Clause.....	15
17 No Strike/No Lockout .....	15, 16
18 Wages.....	16, 17, 18
19 Holidays .....	18
20 Complete Understanding .....	18, 19
21 General .....	19
22 Work Year for Regular Route Driver .....	19
23 Duration .....	20

## **PREAMBLE**

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day August, 2020 by and between LIBERTY COMMUNITY UNIT SCHOOL DISTRICT 2, hereinafter referred to as "the Employer" or "the Board," and District No. 9, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, hereinafter referred to as "the Union," is for the exclusive joint use and benefit of the contracting parties as defined and set forth herein.

## **ARTICLE 1**

### **Recognition**

**Section 1.1.** The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for its employees covered by the Certification of Representative issued by the State of Illinois Educational Labor Relations Board in Case No. 2005-RC-0006-S.

**Included:** All full-time and regularly employed part-time Bus Driver and Bus Monitor educational employees of the Liberty Community Unit School District 2.

**Excluded:** The Transportation Supervisor and all Substitute Bus Drivers; all supervisors, managerial employees, all confidential employees and short-term employees as defined in the Act; and all Non-Bus Driver and Non-Bus Monitor personnel employed by District 2.

**Section 1.2.** The Board retains and reserves unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by the statute of the State of Illinois. The Board shall not be required to bargain over inherent managerial policy which shall include the following areas of discretion or policy as functions of Employer, standards of service, its overall budget, the organizational structure and selection of new employees and direction of employees.

The Board, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon requested by the Union.

**Section 1.3. Definition of a Driver.** For the purposes of this Article, Drivers are defined as follows:

- A. **Full-Time Driver:** An employee driver who reports to work on a regular basis at a specific time and works 30 hours per week or more.
- B. **Part-Time Driver:** An employee driver who reports to work on a regular basis at a specific time and works less than 30 hours per week.
- C. **Substitute Driver:** An employee driver who does not report to work on a regular basis at any specific time. (They have no set schedule). This type of employee is excluded from the Union based on Section 1.1.

## **ARTICLE 2**

### **Check Off**

**Section 2.1.** The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

**Section 2.2.** Upon receipt of a signed authorization form, the Employer will deduct from the employee's pay the initiation fee, reinstatement fee, and/or monthly dues payable by the employee to the Union during the period set forth in said authorization.

**Section 2.3.** Deductions shall be made on account of such fees and/or dues from the first pay check of the employee after receipt of such authorization, and monthly thereafter from the first pay of the employee in each month. The deduction shall be remitted to the Secretary-Treasurer of District No. 9 no later than the fifteenth day of the month following the deduction and shall include all deductions made in the previous month. The Employer shall furnish the Union, on a monthly basis, with a written record of those for whom deductions have been made and the amounts of the deductions.

**Section 2.4.** The Union will from time to time notify the Employer in writing of the amounts of initiation fee, reinstatement fee, and/or monthly dues in addition to the address where the deductions are to be remitted.

**Section 2.5.** In the event of under-deductions or over-deductions, adjustments will be made in subsequent deductions, and the Union will indemnify the Employer against liability.

**Section 2.6.** It is recognized that the Union's duties as the sole and exclusive bargaining agent entail expenses which appropriately are shared by all employees who are beneficiaries of this Agreement.

**Section 2.7.** The Union agrees to defend, indemnify, and save the Board harmless against any claims, demands, suits, or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that this section shall not apply to any claim, demand, suit, or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed by this Article.

**Section 2.8.** Members who qualify for unemployment stamps in accordance with Article G, Section 3 of the 2005 I.A.M.A.W. Construction are excused from dues payment during the time period in which they qualify for such stamps.

### **ARTICLE 3**

#### **Non-Discrimination**

**Section 3.1.** In accordance with applicable laws, the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, gender, sexual orientation, marital status, race, color, creed, religion, national origin, membership or non-membership, activity, on behalf of the Union. The Union agrees to work in accord with the Board for the purpose of ensuring that the provisions of this Article are fulfilled.

### **ARTICLE 4**

#### **Employee and Union Rights**

**Section 4.1. Union Exclusivity.** The Union shall be the exclusive representative of all the bargaining unit employees to bargain on matters pertaining to wages, hours, terms and conditions of employment. Furthermore, the Board shall not negotiate individually with any employee covered by this Agreement in such a way as to alter this Agreement.

**Section 4.2. Union Representatives Recognized.** The Board recognizes the Union's Business Representative, and the elected Steward/s (notification to the Employer will be given) as the sole, and exclusive representative of the Union. The Board agrees to notify the Representatives of any grievances. Furthermore, the Board and/or superintendent agrees not to hold any discussions and/or meetings with bargaining unit employee/s to discuss issues pertaining to wages, hours, terms and conditions of employment, unless the Board first notifies the Union Representative.

**Section 4.3. Right to Representation.** When bargaining unit employee/s are required to appear before the Board, or the Administration concerning any matter, which could adversely affect their employment, position, and/or salary, said employee/s are entitled to have a representative present. Furthermore, when employee/s are required to appear before the Board, they shall be advised in writing of the reasons for the required appearance. If a representative is requested, and there are none available, the appearance must be rescheduled.

**Section 4.4. Selection of Stewards.** The Board agrees that the members may choose a Steward from the bargaining unit members to act on behalf of the members of the Union in any capacity assigned to the Steward by the Union; provided, however, that such activity on the part of the Steward shall not interfere with the normal and regular operation of the school. The Board agrees that Steward/s shall not be discriminated against on account of said activities.

The Union will notify the Administration of any changes regarding selected representatives. The Union will provide the Employer a copy of all meeting notices that require the elected representative's appearance.

**Section 4.5. Personnel Files.** No correspondence pertaining to the evaluation or discipline of an employee shall be placed in an employee's file unless the employee has been offered an opportunity to review the correspondence. Letters of reference for an employee shall be specifically exempted from such a review. The employee shall acknowledge that he/she has reviewed the correspondence by affixing his/her signature on the copy to be filed.

The employee shall have the right to respond to any correspondence filed and his/her response shall be attached to the file. Furthermore, if an employee feels that a disciplinary write-up is unjust, he/she has the right to grieve write-up under the terms of this Agreement. Any unsettled grievances are not subject to the arbitration procedure, but may be revisited if used in a suspension or termination.

Upon written request by the employee, he/she shall be permitted to examine his/her files in the presence of a person of the Administration's choice, and a colleague of the employee's choice.

The employee shall be permitted to reproduce at his/her own expense any materials in his/her file, excluding letters of reference mentioned above.

Other than regular office hours, all personnel files will be kept locked.

**Section 4.6. Union Visitation.** The authorized representative(s) of the Union shall have reasonable access to the School's facilities after first notifying the Superintendent's Office. While engaging in such visits, the representatives will seek to minimize disruptions to the office operations, and will abide by the security measures generally applicable to visitors to the building.

**Section 4.7. Bulletin Boards and Mailboxes.** The Administration will provide the Union with one suitable bulletin board in a convenient place, upon which the Union may post its notices and communications.

**Section 4.8. Distribution of Agreement.** The Employer will supply sufficient copies of this Agreement to the Union for distribution to members.

**Section 4.9. Right to Join.** It is recognized that each staff member has the right to join or not to join any organization for the member's personal and economic improvement, and membership in any organization shall not be required as a condition of employment.

## **ARTICLE 5**

### **Non-Bargaining Unit Employees**

**Section 5.1. Non-Bargaining Unit Employees.** Non-bargaining unit employees, including supervisory employees, shall not perform work normally performed by employees in the bargaining unit, except when: instructing or training employees; a School Bus is not needed (Bus does not include car, van, or suburban); or in cases where all regular drivers declined to bid on extra curricular trips; or in cases of emergency. In the event that all regular drivers decline to bid on extracurricular trips, a substitute driver, a qualified teacher/coach/bus supervisor may be assigned to such activity. Non-Bargaining Unit employees who are a certified bus driver may ask to drive for an educational class trip over 20 miles from Liberty School. The driver would get paid for drive time only with the option to volunteer his/her time.

**Section 5.2. Participation In Extracurricular Events.** The Union acknowledges that the Board participates in a cooperative program, from time to time, with other schools with regards to transportation to various extracurricular events. Notwithstanding the foregoing, the Union agrees that the Board may at its discretion participate in such cooperative programs provided such participation does not cause any employee to be laid off.

**Section 5.3. Decision to Use Bus and Determination of Driver.** The decision on whether or not to use a school bus or other vehicle for any activity shall be the sole discretion of the Superintendent. Once the decision has been made to use a bus, absent emergency, the driving assignment for such bus shall be posted on the bulletin board in the bus garage for at least two (2) working days. Drivers shall have the right to bid on the trip with the Transportation Supervisor within such two (2) working day period. In the event of an emergency, no posting will take place.

## **ARTICLE 6**

### **Management Rights**

**Section 6.1.** It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the school and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board in matters pertaining to the determination and administration of school policy, the operation and management of the school and the direction of employees shall be final except to the extent the Board has exercised its discretion by entering into the provisions pertaining to such subjects in this Agreement.

## **ARTICLE 7**

### **Discipline and Discharge**

**Section 7.1. Cause.** The Board and the Union agree with the tenets of progressive and corrective discipline to improve behavior and/or performance. Nevertheless, severe discipline, up to and including discharge, may be appropriate so long as the discipline is commensurate with the severity of the offense. Discipline shall normally be limited to:

- a) Oral reprimand
- b) Written reprimand
- c) Suspension
- d) Discharge

Employees shall not be discharged, suspended, reprimanded, relieved from duty or otherwise disciplined in any manner without cause. Discipline shall be administered in a timely manner depending on the circumstances of such discipline.

**Section 7.2. Reprimands.** In cases of oral or written reprimands which will be recorded in the employee's personnel file, the Administration must inform the employee that he/she is receiving a reprimand through the procedure set forth in Section 4.5 of this Agreement. All reprimands will be removed from an employee's file after twenty-four (24) months from the date of issuance.

## **ARTICLE 8**

### **Definitions and Grievance Procedure**

**Section 8.1. Definitions.** A "grievance" shall be defined as a claim by an employee that there has been an alleged violation of the terms of this Agreement. The term "days" as used herein shall mean days in which school is in session, except that between the end of the school year and the beginning of the next school year, "days" shall mean calendar days, excluding Saturdays, Sundays, and holidays.

**Section 8.2. Grievance Procedure.** The parties hereto acknowledge that it is usually most desirable for an employee and the immediate supervisor involved to resolve problems through free and informal communications. If, however, such informal process fails to satisfy the employee, a formal grievance must be filed and processed as follows:

**Step "A"** The grievant shall present the grievance in writing to his/her immediate supervisor within ten (10) days of the occurrence of the event giving rise to the

grievance, or within ten (10) days of the date the affected employee, acquired, or reasonably should have acquired, knowledge of it, or be forever barred. The supervisor shall provide a written answer to the grievance within ten (10) days of the receipt of the grievance.

**Step "B"** If the grievance is not resolved at Step "A", the grievant or steward may refer the grievance to the Superintendent or official designee within ten (10) days after the receipt of the Step "A" answer. The Superintendent within ten (10) days of the receipt of appeal shall arrange a meeting with the Business Representative, Steward and Grievant, if he/she so chooses to attend. Within ten (10) days following the meeting, the Business Representative, Steward, and Grievant shall be provided with the Superintendent's written response.

**Step "C"** If the Union and the Grievant are not satisfied with the disposition of the grievance at Step "B", or the time limits expire without the issuance of the Superintendent's written reply, the Union must notify the Superintendent of its intent to arbitrate within thirty (30) work days of the Step "B" answer. The parties shall jointly request a list of seven (7) arbitrators from Federal Mediation and Conciliation Service (FMCS) within ten (10) work days after notification. Either party may reject the initial list and request a second list from FMCS within ten (10) work days after receipt. Following a coin toss to determine the first strike, the parties shall alternately strike names until only one remains, which remaining name shall be the arbitrator to be appointed. If a demand for arbitration is not filed within thirty (30) days of the date of the Step "B" answer, then the grievance shall be deemed withdrawn.

### **Section 8.3. Arbitration Guidelines.**

- A. The Arbitrator may interpret this Agreement and apply it to the particular case submitted to him/her; but he/she shall, however, have no authority to add to, subtract from, or in any way modify from the terms of this Agreement; nor shall he/she have any authority to formulate or add any policies; practices or rules, except as they involve an application of this Agreement; nor shall he/she have any authority to formulate or add any new policies or rules, nor substitute his discretion for the Board's discretion where the Board is given discretion by this Agreement.
- B. Each party shall bear the full costs for its representation in the grievance procedure.
- C. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript.
- D. Each party shall share equally in the costs of the Arbitrator.

**Section 8.4. Grievance Guidelines.**

- A. Nothing herein shall be constricted as a limitation upon the right of bargaining unit employee/s to present their grievances to the Administration and have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of the Agreement and the Union has been given the opportunity to be present as such adjustment.
- B. Time limits in any "Step" may be extended by the mutual agreement between both parties.
- C. The Grievant, or Employee/s who participate in these grievance procedures shall not be subjected to reprisals because of such participation.
- D. A grievance may be started at Step "B" of the grievance procedure if mutually agreed upon by the employee and Superintendent.
- E. If requested, the employees shall have the right to have a Business Representative involved in Step "A" of the grievance procedure.
- F. With the Superintendent's approval, the Grievant may be released from his/her regular assignment without the loss of pay or benefits to attend meetings held per this Article.
- G. Any investigation, handling or processing of any grievance shall occur at times designated by the Superintendent not to interfere with work activities and district operations.
- H. Grievance/s may be withdrawn at any level without establishing precedence.

**ARTICLE 9**

**Seniority**

**Section 9.1. Seniority List.** The District shall provide the Union with the official seniority list of all bargaining unit employees by October 15<sup>th</sup> of each year. Each driver will be given a copy and afforded seven (7) days to notify the District of any mistakes in his/her placement on the list. The seniority list shall be based on the first day of employment as a regular route driver in the District. If more than one person starts work on the same day, the individuals will draw numbers to determine what seniority order they will fall in. In the event of a change in the seniority list, a new list will be issued forthwith.

**Section 9.2. Break in Seniority.** Any of the following events shall be a break in seniority and termination of employment and subsequent employment shall be deemed to be a new employment:

- A. Voluntary Quit or Retirement
- B. Discharge for cause
- C. Employee's failure to notify the Administration of his/her intention to return to work after layoff, within ten (10) work days following delivery of the notice, or the postmarked date on the receipt of registered or certified mail of the notice sent to the employee's last known address. (It is the employee's responsibility to notify Administration of any address change.)
- D. In absence of twelve (12) months or more due to a layoff.

Example: If a driver's seniority would cease for any reason outlined in Section 9.2, the said employee will be taken off the seniority list, and, if the employee is rehired, he/she will be placed at the bottom of the seniority list.

## **ARTICLE 10**

### **New and Open Positions**

**Section 10.1. New/Open.** Full-time drivers shall be offered full-time driver openings as per full-time seniority list. If no full-time drivers apply for the full-time driver opening, the opening is offered to the part-time drivers as per part-time seniority list. If there are no applicants for the position, the school district will advertise and hire an outside candidate.

**Section 10.2. Temporary/Special Assignments.** Temporary or special assignments shall be posted in the bus garage and remain posted for five (5) calendar days, unless in case of emergency, assignments will be awarded by seniority with preference given to the employee in the classification needed (i.e., monitor first for monitor job; driver first for driver job; monitor takes driver job only when qualified driver is not available; same for a monitor job with monitor getting preference). In cases of emergency, the position may be immediately filled, until such time as the assignment can be filled in accordance to this section.

**Section 10.3. Extracurricular Trips.** Extracurricular trips shall be posted in the bus garage for five (5) days unless in case of emergency or short notice pop up trips, assignments shall be awarded by seniority on a rotation basis, as follows: If a senior employee declines a trip, his/her name shall be dropped to the end of the seniority list, and that employee will not be offered another trip until all remaining employees have been offered the opportunity in seniority order to take a trip in rotation. (Example: The most senior employee drives a trip; the

next most senior employee shall be offered the next trip, etc.) Drivers may trade trips, if they choose among themselves, and have approval of Transportation Director.

Part-time drivers, substitute drivers, coaches, teachers, etc. will not be assigned to drive buses on extracurricular trips unless all regular drivers decline the trip, but they may be assigned to drive cars, vans, or suburban when there is no need to assign a bus.

## **ARTICLE 11**

### **Layoff and Recall**

**Section 11.1. Layoff.** As per the Illinois School Code. 105 ILCS 5/10-23.5 Educational Support Personnel Employees (see below).

**Section 11.2. Recall.** As per Illinois School Code. 105 ILCS 5/10-23.5 Educational Support Personnel Employees (see below).

If an educational support personnel employee is removed or dismissed as a result of a decision of the school board to decrease the number of educational support personnel employees employed by the board or to discontinue some particular type of educational support service, written notice shall be mailed to the employee and also given to the employee either by certified mail, return receipt requested or personal delivery with receipt at least 15 days for Bus Monitors (30 days for Bus Drivers) before the employee is removed or dismissed, together with a statement of honorable dismissal and the reason therefore. The employee with the shorter length of continuing service with the district, within the respective category of position, shall be dismissed first unless an alternative method of determining the sequence of dismissal is established in a Collective Bargaining Agreement or contract between the board and any exclusive bargaining agent and except that this provision shall not impair the operation of any affirmative action plan in the district, regardless of whether it exists by operation of law or is conducted on a voluntary basis by the board. If the board has any vacancies for the following school term or within 6 months for Bus Monitors (1 year for Bus Drivers) from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees so removed or dismissed from that category of position, so far they are qualified to hold such positions. Each Board shall in consultation with any exclusive employee representative or bargaining agent, each year establish a list, categorized by positions, showing the length of continuing service of each full time educational support personnel employee who is qualified to hold any such positions, unless an alternative method of determining a sequence of dismissal is established as provided for in this section, in which case a list shall be made in accordance with the alternative method. Copies of the list shall be distributed to the exclusive employee representative or bargaining agent on or before October 15 of each school year. Where an additional educational support personnel employee is dismissed by the Board as a result of a decrease in the number of employees or the discontinuance of the employee's job, the employee shall be paid all earned compensation on the next pay period.

## **ARTICLE 12**

### **Hours of Work and Overtime**

#### **Section 12.1. Hours of Work.**

1. The normal work week is from 12:01 a.m. on Sunday through 12:00 p.m. Saturday.
2. Drivers will clock in at 2:45 p.m. for their evening routes or fifteen (15) minutes prior to the end of the school day when there is early dismissal.

#### **Section 12.2. Overtime.**

- A. Time and one-half shall be paid in the following instance:
  1. All work performed in excess of forty (40) straight time hours in any one (1) work week.

## **ARTICLE 13**

### **Insurance**

**Section 13.1.** Employees, who qualify, may purchase at their cost the National Conference on Public Employee Retirement Systems Group Decreasing Term Life Insurance Plan.

**Section 13.2.** The Board shall contribute a portion of a single premium for those who qualify as an eligible participant under the health insurance carrier's plan.

## **ARTICLE 14**

### **Call In Time**

**Section 14.1.** In the event an employee reports for work at their scheduled show-up time without having been previously notified not to report, the employee shall receive one (1) hour's pay of work.

**Section 14.2.** An employee shall be deemed to have been requested to report at the scheduled show-up time unless notified by an authorized District Representative by phone or radio, unless there are circumstances which would arise beyond the District's control, i.e. weather. District Communication for inclement weather will occur by Transportation Supervisor/Manager and through Schoolmessenger.

## **ARTICLE 15**

### **Leaves**

**Section 15.1. Long-Term Leave.** Long-Term Leaves may be granted under extraordinary circumstances with the approval of the Board, and must be granted in writing for a period not in excess of ninety (90) days. Under such leaves, the employee shall retain seniority. Extensions may be granted for additional periods not to exceed ninety (90) days when approved by the Board, in writing. Employees will retain, but not accrue, seniority for such extended leaves of absence. Notification of all such leaves will be granted to the Union.

### **Sick Leave**

Each driver shall be entitled to eleven (11) days per annum with accumulation to three hundred and forty (340) days.

- A. Upon the birth or adoption of a child, the mother, father, or both may use up to five (5) of their accumulated sick days as family leave days.
- B. District family leave days must be taken within the first fifteen (15) work days of the birth or acquisition of a physical custody of a child and shall not be contingent upon sickness or medical considerations.
- C. Bereavement. Should an employee require leave because of the death of a parent, parent-in-law, spouse, domestic partner or child, the District will provide three (3) paid bereavement days. This shall not be deducted from the employee's sick leave. For other bereavement, sick days can be used.
- D. Employees shall be paid their normal route pay when the employee uses a covered sick leave day, bereavement leave day or personal day.

### **Personal Business Days**

- A. All regular drivers are entitled to three (3) days of personal business leave during each year of this Agreement. At the end of each year, if all three (3) days are unused, two (2) days will convert to future personal days to a maximum accumulation of four (4) days. The other unused personal days will convert to sick leave. If one (1) day is used during the year and two (2) are unused, the unused days will convert to personal leave with a maximum accumulation of four (4) days.
- B. Written request for a personal business day must be presented at least two (2) full working days prior to the requested day to the Superintendent; however, in cases of emergency, the Superintendent may waive this time frame.

- C. Personal business leave days may not be used in increments of less than one route at a time.
- D. ALL requests are honored unless there are no available drivers. No more than two (2) staff members may take personal business days at the same time. If more than two (2) employees request personal days, the request will be granted in the order of receipt.
- E. Personal leave days will be subject to the availability of substitutes.
- F. Any personal business leave days, or any portion thereof that are unused at the end of each year of this Agreement shall be added to the driver's accrued sick leave allowance.

### **Dock Day**

- A. Where driver requests a personal business leave day and the sole reason for denial is that two (2) drivers have already requested and received a personal business leave day, the Superintendent may approve a dock day in lieu of a personal business leave day, provided all the requirements for a personal business leave day are otherwise met and, in the Superintendent's discretion, it is determined that the educational standards for the schools will not be adversely affected by the additional absence or absences of drivers.
- B. A driver who utilized a dock day will not be paid for that day.
- C. The number of personal days will be unaffected by the use of a dock day.
- D. Docks days may be denied of abuse or violation if found upon investigation and action by the Board.

### **Unpaid Leave for Selected Purposes**

- A. Medical and Maternity

The Board shall grant an unpaid leave of absence to any Driver requesting such leave where a physician acceptable to a Board certifies in writing that such leave is necessary for specified medical reasons (including, but not limited to pregnancy or maternity) and the driver is unable to work due to such reasons. Such leave may be for up to the remainder of the year in which the leave commences and up to one (1) full school year afterward as approved in advance by the Board.

A driver seeking a return from an unpaid medical leave may return to a position for which the driver is properly qualified provided the driver submits a physician's

statement from a physician acceptable to the Board certifying that the driver is physically able to resume the duties and responsibilities of the position. Such return from leave, of course, is subject to any considerations or actions by the Board relative to reductions in force.

Notice of intention to return from a leave at the start of any school year must be given by March 1 of the school year preceding the school year which return is made or other timetable approved by the Board when leave is granted.

### **Child Care**

Any regular driver shall be entitled to child care leave for the remainder of the year in which the leave commences and up to one full school year afterward as a result of the birth or adoption of a child. An employee requesting child care leave must notify the Superintendent at least ninety (90) days prior to the intended commencement of the leave.

Notice of intention to return from a leave at the start of any school year must be given by March 1 of the school year in which return is to be made or other timetable approved by the Board when the leave is granted. Child care leave is granted on the condition that the employee taking such leave will not utilize the leave period to engage in alternate employment which is in any way substantially equivalent in either income or career potential to the employee's position in the District.

### **Use of Sick Leave**

Leaves for medical, maternity, or child care are unpaid. To the extent a driver has accrued sick leave credit, however, sick leave benefits will be paid for periods of medical, maternity, or child care leave where absence is due to a physician-certified disability of the driver consistent with the applicable requirements for sick leave.

### **Association Leave**

During any school year, representatives of the Union may be absent with loss of salary for an aggregate total not to exceed seven (7) days for the purpose of attending any state or national meeting. A two (2) week advance notice to the Superintendent shall be given of the intended leave.

### **Jury Duty/Witnesses/Subpoenas**

In the event that a regular driver serves jury duty, he/she will receive his/her regular wage. In return, said driver will give the district his jury duty check. In

the event that that driver is able to drive his/her route and still attend jury duty, then said portion or entire amount of jury duty reimbursement will stay with the driver. There shall be no loss in salary because of jury duty, or because a unit member, pursuant to subpoena issued by the clerk of a court and served upon such unit member attends as a witness upon trial of a school related matter or to have his or her deposition taken in any school related matter pending in court, except that the Board may make a deduction equal to the amount received for such jury duty or for per diem fees which the member of the unit is entitled to receive for complying with such subpoena. This provision is not applicable if the appearance relates to an action against the School District, the Board of Education or its representative of any legal action commenced by or on behalf of the International Association of Machinists and Aerospace Workers, AFL-CIO, or any of its affiliates, its agents, or members, as a result of any legal action arising from collective bargaining matters between Liberty Community Unit School District #2 and the employees covered by this Agreement.

## **ARTICLE 16**

### **Legality Clause**

**Section 16.1.** Should an article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, or in the event the Congress or Legislature enacts a law in conflict with an article, section or clause of this Agreement, said Article, section, clause, as the case may be, shall be automatically deleted from this Agreement, to the extent that it violates the law, but the remaining Articles, Sections, or clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Article, Section or clause.

## **ARTICLE 17**

### **No Strike/No Lockout Clause**

**Section 17.1. No Strike.** Neither the Union nor any officers, agents, or employees covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slow down, sit-down, concerted work stoppage, concerted refusal to perform overtime, concerted work-to-the rule situation, mass absenteeism, or any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate any provision of this Article may be discharged or otherwise disciplined by the Employer. Each employee who holds the position of office or steward of the Union occupies a position of special trust and responsibility in maintaining the bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

**Section 17.2.** The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

**Section 17.3. Penalty.** The only matter that may be made a subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 17.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance, nor is it a precedent.

**Section 17.4. Judicial Restraint.** Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

**Section 17.5. Work Stoppage by Another Union** In the event the Employer decides to close school because of a work stoppage by another employee group, it shall have the right to close school and such closure shall not constitute a lockout under the terms of this Article.

**ARTICLE 18**

**Wages**

**Section 18.1.** Employees will be hired at the lower rate of pay; upon completion of a ninety (90) calendar day probationary period, they shall be hired full time and move up to the higher pay scale. During this probationary period, the School District may discipline or discharge the employee at their discretion without recourse from the Union.

	<b><u>2020-2021</u></b> <b><u>2% Increase</u></b>	<b><u>2021-2022</u></b> <b><u>2% Increase</u></b>	<b><u>2022-2023</u></b> <b><u>2% Increase</u></b>
<b>Union Drivers/Monitors</b>			
18.1 Base Rate	\$ 16,454.44	\$ 16,783.53	\$ 17,119.20
18.2 Sp. Ed. Monitors	\$11.86	\$12.10	\$12.34
18.3 Extra-Curricular	\$15.29	\$15.60	\$15.91
18.7 Per Mile Over 25	\$11.66	\$11.89	\$12.13
18.8 Pre-K Drivers	\$32.19	\$32.83	\$33.49
18.8 Pre-K Monitors	\$18.00	\$18.36	\$18.73
18.9 Lay-Over Pay	\$15.29	\$15.60	\$15.91

	<b><u>2020-2021</u></b> <b><u>2% Increase</u></b>	<b><u>2021-2022</u></b> <b><u>2% Increase</u></b>	<b><u>2022-2023</u></b> <b><u>2% Increase</u></b>
<b>90 Day Probationary Drivers/Monitors</b>			
18.1 Base Rate	\$ 15,229.82	\$ 15,534.42	\$ 15845.11
18.2 Sp. Ed. Monitors	\$10.87	\$11.09	\$11.31
18.3 Extra-Curricular	\$14.15	\$14.43	\$14.72
18.7 Per Mile Over 25	\$10.87	\$11.09	\$11.31
18.8 Pre-K Drivers	\$29.38	\$29.97	\$30.57
18.8 Pre-K Monitors	\$16.32	\$16.65	\$16.98

**Section 18.2.** The base rate of Monitors shall be \$11.18 plus the above increases.

**Section 18.3.** Employees running an extracurricular trip (either a.m. and/or p.m.) will receive the appropriate hourly rate of \$14.41 plus above salary increases for running the extra route in addition to their route pay.

A primary driving assignment is defined as a route during the regular school term beginning at Liberty School and returning to Liberty School. Any additional employment outside of the primary driving assignment will be paid on an hourly basis.

**Section 18.4.** Drivers will receive same rate of pay for driving: vans, cars, sport utility vehicles, etc.

**Section 18.5.** Full-time and part-time drivers who perform substitute duties for other full-time or part-time drivers will be paid the same rate as a regular driver.

**Section 18.6.** Employees are expected to inspect their bus before any regular day of school, and the pay for that inspection is included in the daily base payment. All drivers will be paid one-half (1/2) hour for pre-trip bus inspection; this ½ hour is only paid on days when the bus inspection hasn't already been done.

**Section 18.7.** Mileage pay for a route in excess of 25 miles will be paid at \$10.99 in the first year plus the above increases in year 2 and 3 of the contract for each mile over 25 miles. All new routes will be calculated and paid on the same basis as all previous routes. All secondary routes will be paid on an hourly rate.

**Section 18.8.** Pre-K Route Drivers will be paid at a rate of \$30.33 per day per route in the first year of the contract plus the above increases in year 2 and 3 of the contract. Pre-K Monitors will be paid a flat rate of \$18.00 per day per route in the first year of the contract plus the above increases in year 2 and 3 of the contract.

**Section 18.9. Lay-over Pay.** The special education driver will receive lay-over time at a rate of \$14.41, "plus yearly pay raises", when a change in schedules occur with the District that provides the special education services.

**Section 18.10.** Bus Drivers who handle a Drop-Off will be paid a minimum of two (2) hours for their time.

## **ARTICLE 19**

### **Holidays**

**Section 19.1.** Driver will not be required to work, but may volunteer. Any work performed on a holiday (as hereinafter defined) will be paid at time and one-half the employee's hourly rate of pay.

"Holiday" is defined as one of the following days, but only if school is not in session on that day. If a driver volunteers to drive on a day when school is not in session and it is not one of the qualified holidays (e.g. Saturday, Sunday or a day during a school vacation and not defined as an individual holiday), the driver shall be paid straight time. Drivers will not be required to drive on days when school is not in session.

The enumerated holidays are as per Board Policy 5:330: New Year's Day, Labor Day, Thanksgiving Day, Martin Luther King's Birthday, Memorial Day, Veteran's Day, Christmas Day, Independence Day and Columbus Day. If any of the holidays fall on a Saturday or Sunday, the day observed by the state or federal government will be considered the holiday, unless school is in session.

## **ARTICLE 20**

### **Complete Understanding**

**Section 20.1.** The parties hereby acknowledge that the terms and conditions included in this Agreement represent the full and complete understanding between the parties. The Board and the Union, for the life of this Agreement, each waives any obligation to bargain collectively with respect to any subject or matter that, may or may not have been known to either or both parties at the time this Agreement was negotiated or signed and that any bargaining will be limited to a successor agreement, such matters may be discussed and the Agreement modified.

The parties acknowledge:

- a) this Agreement is the first ever Agreement negotiated between the parties;

- b) the parties have each attempted to address the issues believed to be important to discuss and have agreed to include or not include such matters in the contract;
- c) that they may not have addressed all of the pertinent issues, some of which may be considered benefits by the Union, in that they are accepted custom and practice;
- d) it is not the intent of the above provision to take away any benefit which exists by custom and practice and which is not addressed in the contract.

## **ARTICLE 21**

### **General**

**Section 21.1. Drug Testing.** The District will pay the cost of school bus driver drug tests and other tests required by law when obtained at a district designated facility.

**Section 21.2. Physical Exams.** The full cost of an exam required by law and provided at the designated provider will be paid for annual by the district.

**Section 21.3. CDL Licenses.** The District will pay the full cost of the CDL.

## **ARTICLE 22**

### **Work Year for Regular Route Driver**

**Section 22.1. Work Year for a Regular Driver.** Drivers who are regularly assigned to drive a regular route, being two trips to and from school or designated destination each day of the entire school year, shall be present for assigned work for up to 176 days per year. In the event a regular route driver is assigned to drive outside the 176 days, they will be paid on an hourly basis (current rate of pay, unless noted otherwise in this Agreement).

**Section 22.2. Primary Driving Assignments.** Drivers shall be paid a daily base payment plus an amount per mile above the designated number of miles. Absent written approval from the Superintendent, or his/her designee, no driver shall be paid more than one base payment per day. A "primary driving assignment" is defined as a route driven during the regular school term beginning at Liberty School and returning to Liberty School. It is the intent of this policy that any additional employment outside of the primary driving assignment will be paid on an hourly basis (current rate of pay, unless noted otherwise in this Agreement).

**ARTICLE 23**

**Duration**

THIS AGREEMENT shall be and remain in effect from August 24, 2020 through and including August 23, 2023.

IN WITNESS WHEREOF, the parties hereunto have affixed their hands this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**FOR THE UNION:**

**FOR THE BOARD:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

KB:lk/OPEIU#13  
8/25/2020