

Attachment "C"

AGREEMENT

BETWEEN

**VILLA GROVE COMMUNITY UNIT
SCHOOL DISTRICT NO. 302**

AND

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL 26**

2018-2019

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PARTIES TO THE AGREEMENT

The parties covered under this Agreement include:

The Board of Education of Villa Grove Community Unit School District No. 302 (hereinafter "Board" or "Employer" recognizes the International Brotherhood of Teamsters, Local 26 (hereinafter "Union") as the sole and exclusive bargaining agent for all matters affecting the wages, hours and terms and conditions of its employees in the bargaining unit as determined by the Illinois Educational Labor Relations Board Case No. 2018-RC-0005-C. Included in the unit are all full-time and regularly employed part-time bus drivers and monitors employed by the Employer; excluding the Transportation Coordinator, mechanics, extra-curricular sponsors/coaches, employees who are primarily assigned as teachers or teachers' aides, professional employees; all supervisory, managerial, confidential or short-term employees of the Employer. Substitute drivers and monitors who are not regularly assigned an AM/PM route are not included in the Union.

ARTICLE 1 UNION RECOGNITION AND DUES

All employees working more than thirty-one (31) calendar days, who are a part of the Collective Bargaining Unit, shall be required to pay Union dues upon the Union providing the Employer with a signed written dues checkoff authorization from an employee covered by this Agreement. Employees are not required to join the Union as a condition of employment.

The Employer will deduct monthly Union dues and fees, from the employee's pay, in an amount that shall be determined by the Union and provided to the Employer in writing, The Employer will remit the dues and fees to the Secretary-Treasurer of the Union.

The Union shall indemnify the Employer and hold it harmless for all legal costs or other forms of liability, monetary or otherwise, arising out of or by reason of any action taken by the Employer at the direction of the Union for the purpose of complying with the provisions of this Article.

ARTICLE 2 TRANSFER OF EMPLOYER TITLE OR INTEREST

Should the Employer determine to subcontract the work covered by the Agreement, it shall do so in accordance with Section 10-22.34c of the School Code, 105 ILCS 5/10-22/34c.

ARTICLE 3 JOB STEWARD

The Employer recognizes the right of the Union to designate Stewards and Alternates from the Employer's seniority list if needed. An Alternate can act only in the absence of a designated Steward.

The authority of Job Stewards and Alternates, so designated by the Union, shall be limited to and shall not exceed the following duties and activities:

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. the transmission of such messages and information which shall originate with, and are authorized by the Local Union or its Officers, provided such messages and information;
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to repair, or drive any equipment, or any other interference with the Employer's business.

The Employer recognizes these limitations upon the authority of Job Stewards and their Alternates. The Union will work with the Employer to stop any unauthorized acts by the Stewards. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Job Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement. Shop Stewards shall perform their functions outside of regular work hours. If the Employer requires the Shop Steward to attend a meeting during his or her regular work hours, the Shop Steward shall be released from his or her duties without loss of pay.

No Steward shall make any decision with the Employer that conflict with the terms and provisions of the Contract.

The Union reserves the right to remove the Steward from Steward responsibilities at any time for the good of the Union and shall notify the Transportation Coordinator of any change.

ARTICLE 4 PROTECTION OF RIGHTS

The Employer shall not enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement or Contract shall be null and void. All employees shall work in accordance with this Agreement. The Employer recognizes and acknowledges this Agreement.

ARTICLE 5 ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Employer's establishment during working hours and in such manner as not to disturb normal operations of the Employer after notifying the Transportation Coordinator or designee, at least one (1) hour in advance and presenting themselves to the District. Employer reserves the right to investigate whether access poses a reasonable safety threat and may withhold access to any agent(s) of the Union that is deemed a potential safety threat by local legal authorities. Access shall be limited to investigate covered employee working conditions and inspect all time cards, log books, and other payroll records of the Employer, for the purpose of determining whether or not the terms of this Agreement are being complied with. The Employer will make such records available within ten (10) business days of the Union's request.

The Union Representatives agree to follow the Employer's prescribed safety and security regulations while on the Employer's premises. The Union will have access to employee mailboxes in order to put union materials in them.

ARTICLE 6 COMPENSATION CLAIMS

Employees shall report all work-related injuries or illnesses as soon as circumstances permit and in accordance with the Employer's procedures. Employees will be covered by the State of Illinois Worker's Compensation laws.

ARTICLE 7 DISCIPLINE AND DISCHARGE

The Employer shall not discipline, suspend or discharge any employee without just cause. In any case of discipline including discharge or suspension, the Employer shall promptly notify the employee in writing of the discipline, discharge or suspension and the reason thereof on the effective date. A copy of such written notice shall be given to the Shop Steward and the Union that day.

The Employer recognizes that discipline shall be reasonable and that progressive discipline shall be used to educate an employee to follow the rules and to perform his/her job properly. However, under severe circumstances, progressive discipline may not be required so long as just cause is shown.

A discharged employee must be paid in full for all time worked through the date of termination at the next occurring payroll date.

All employees shall receive their normal pay and benefits during the course of any investigation by the Employer which may lead to the imposition of discipline if the employee is reinstated. If the employee is not reinstated, then no pay will be awarded.

The Employer shall advise employees of their right to Union representation whenever the Employer meets with the employee about grievances or discipline or to conduct investigatory interviews with the employee who is the subject of the discipline. If a Steward is unavailable, the employee may designate a bargaining unit member who is not part of the investigation and is available at the terminal at the time of the meeting to represent him/her. Meetings or interviews shall not begin until the Steward or designated bargaining unit member is present.

ARTICLE 8 ABSENCE FOR UNION BUSINESS

Subject to the availability of substitute drivers/monitors, the Employer agrees to grant the necessary time off, up to three (3) days of leave, for the bargaining unit per year, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided that seven (7) calendar days written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees. No more than one (1) employee per district will be allowed on leave at any one time, and no more than three (3) days per year may be taken for such purposes.

ARTICLE 9 DAILY MAINTENANCE OF BUS

Drivers shall be required at all times to keep the windows and interior of their buses clean and shall ensure such condition before each route or trip. The Employer will provide the necessary cleaning supplies and trash bags. Drivers will be trained on how to clean blood, bodily waste or fluids, chemicals or other hazardous substances. Time spent on daily pre-trip cleaning of the bus shall be paid time and is provided within the time allocated for completion of the route.

ARTICLE 10 SAFETY VIOLATIONS

The Employer shall pay any fine for a citation issued to any driver for an equipment violation that is not the driver's fault on an Employer vehicle, provided that the driver promptly reports any observed equipment violation to the District as soon as the driver knew, or reasonably should have known of the violation. Moving violations or other unsafe driving practices shall be the responsibility of the driver and may result in discipline or dismissal.

ARTICLE 11 BULLETIN BOARDS

The Employer agrees to provide a Union bulletin board which will be located in the Transportation Department. Postings by the Union on such bulletin boards are to be confined to official business of the Union and Union information for the members in the bargaining unit.

ARTICLE 12 PERSONNEL FILES

The Employer shall maintain a single official personnel file for each employee. Upon a reasonable request by an employee, authorization will be granted for the employee at a time convenient to the employee and to the Employer to examine documents in his/her personnel file in the presence of a Union Steward or Union Representative, except for documents which are exempt from inspection under the Illinois Personnel Record Review Act. Upon inspection, an employee shall be supplied with a copy of any non-exempt documents in his/her file.

Employees shall be entitled to place a letter of rebuttal to any non-exempt document placed in their file. Disciplinary documents shall be presented to employees and the local union before being placed in their personnel file.

The Employer will not release any information in an employee's personnel file to outside sources except as authorized by the Illinois Personnel Records Review Act or other law, or if authorized in writing by the employee.

This article shall not be construed to deprive or diminish the Union's right to information that is necessary and relevant to carrying out its duties as the exclusive bargaining representative.

ARTICLE 13 DEFECTIVE EQUIPMENT

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in a safe operating condition or not equipped with the safety appliances prescribed by law. Refusal to operate equipment will be brought to the immediate attention of the Transportation Coordinator for discussion. Under no circumstances will an employee be required to engage in any activity involving dangerous conditions of work or danger to person or property.

Employees shall not be required to exceed the stated capacity of any vehicle.

Administrator emergency contact information will be posted on all busses and in the transportation shed.

Parking Lot/Yard Safety: The Employer shall provide proper lighting and maintenance to all areas as well as clean and sanitary restrooms with functioning hot and cold water sink faucets.

ARTICLE 14 SENIORITY

Seniority shall be defined as years of service with the District. All new employees shall be hired and working on an eighty (80) work day probationary basis with the Employer, and within those eighty (80) days, may be discharged at any time without due process, notice and with or without cause. After the eighty (80) work day probationary period they shall be placed on the seniority roster as a regular employee in accordance with their date of hire. When there is more than one (1) employee who has the same hire date with the Employer, seniority will be determined by who went for their physical first. If drivers went on the same date for their physical it will then go by the first letter of their first name. Seniority will only be broken upon separation of employment. Seniority shall not accrue during any unpaid absence. Seniority shall accrue during any paid absence, including an absence paid by worker compensation.

ARTICLE 15 SENIORITY LIST

The seniority list (employee names and hire date) will be posted in the Transportation Office. The list will be updated whenever a new employee is hired or there is a separation of employment. A copy of the seniority list will be given to the Union.

ARTICLE 16 JURY DUTY/COURT APPEARANCES

Any regular seniority employee who is called for jury duty shall be paid his/her regular rate of pay for all days the employee serves on the jury. The Employer agrees to pay such amount upon presentation of proof by the employee. The Employer may deduct from the jury duty pay amounts received by the employee from the government for jury duty. Due to the critical nature of the service provided by the employees, and the likelihood that suitable replacements may not be available, the employee and Employer will jointly cooperate to limit any potential disruption as a result of jury duty.

When an employee is required by the Employer or subpoena to appear in any court for the purpose of testifying because of any work related accident or conduct he may have been involved in or witnessed during working hours, such employee shall be reimbursed in full by the Employer for all earning opportunity lost because of such appearance. This section shall not apply to any subpoena issued or appearance required in cases in which the employee is a party, unless required by Section 10-20.20 of the School Code, 105 ILCS 5/10-20.20.

ARTICLE 17 WORK RULES/POLICIES

The School District agrees it shall provide the Union advance notice of new rules/policies, including the employee handbook and changes to existing work rules/policies and the Union shall be provided an adequate opportunity to substantively confer prior to implementation. The School District also agrees the provisions of this collective bargaining agreement and any supplements or addenda hereto supersede and control over any inconsistent provisions in any Employer handbooks, rulebooks or policies.

ARTICLE 18 LEAVE OF ABSENCE

A leaves of absence without pay may be granted to an employee who has rendered satisfactory service to the District and who desires to return to employment in a similar capacity at a time consistent with the needs of the District as determined by the Board, whose decision shall not be subject to the grievance procedure. Any approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave.

ARTICLE 19 PHYSICALS

Pre-employment and any legally required medical examination shall be paid by the Employer and performed by the physician selected by the Employer. This Article shall not apply to doctor visits required for certificates of necessity related to employee use of sick leave.

ARTICLE 20 BACKGROUND CHECKS

The Employer shall perform criminal and driving background checks prior to the hiring of the employee. It is understood that during the tenure of the employee's employment he/she will be subject to subsequent background checks which shall be limited to criminal and driving records. No credit information will be used against the employee. Employees will comply with reasonable background check procedures.

ARTICLE 21 NO STRIKE/NO LOCKOUT

The Union agrees that it shall not call, institute, or authorize any strikes, walkouts, sit-downs, slowdowns or other concerted refusals to work, and the Employer will not lock out during the life of this Agreement.

ARTICLE 22 GENDER CLAUSE

Whenever the term "he" or "she" is used throughout this Agreement, it shall be construed and interpreted as pertaining to both genders, male and female.

ARTICLE 23 SEPARABILITY AND SAVINGS CLAUSE

Separability: Any part of this Agreement which conflicts with applicable City, State, or Federal laws or regulations shall be considered invalid. Such invalidity will not affect any other provision. Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant hereto.

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, section, and clauses shall remain in full force and effect for the duration of this Agreement.

ARTICLE 24 DISPOSITION OF GRIEVANCES

A grievance is a claim by the Union, employee, or group of employees involving an alleged violation, misinterpretation, or misapplication of the terms of this Agreement. Any grievance shall be settled in the following manner:

- (a) Within ten (10) business days (defined as days on which the District's unit office is open) after the occurrence of the event giving rise to the grievance, or within ten (10) business days of the time the aggrieved employee becomes aware of the event giving rise to the grievance, the employee, with or without the assistance of the Shop Steward, shall take it up with the Transportation Coordinator or his designee. The grievance in this step shall be reduced to writing and given to the Transportation Coordinator, or his designee. Within ten (10) business days of receiving the written grievance, the Transportation Coordinator shall provide a written response to the grievant and/or Steward.

- (b) If the Union is dissatisfied with the Transportation Coordinator's written response to the grievance, the Superintendent or his/her designee and the Union Business Agent will meet within ten (10) business days to discuss the grievance and attempt to settle it. Within five (5) business days of the meeting, the Superintendent shall provide a written response to the grievant and/or the Union.
- (c) If the matter is not resolved at the previous step, within fifteen (15) business days the Union may demand arbitration, by giving written notice to the Superintendent. If not filed within fifteen (15) business days, the grievance is deemed waived, unless extended per subsection below.
- (d) All time limits may be extended by mutual agreement of both parties confirmed in writing. If the Employer fails to meet its time limits as specified in steps (a) or (b) above, the Union may consider the grievance denied and proceed to the next step. Failure by the Union to comply with the timelines above, in the absence of a written agreement to extend timeline(s) shall act as a bar to any further proceedings concerning the grievance.
- (e) If the Union and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step, to include arbitration.
- (f) If no written decision has been rendered within the time limits indicated, then the grievance may be processed to the next step.

When arbitration is demanded, the Union, upon written notice to the Employer, shall apply to the Federal Mediation and Conciliation Service for a list of seven (7) qualified arbitrators. The parties shall confer within seven (7) days of the receipt of the arbitration list for the purpose of striking names from the list. The parties shall strike from the list alternately and the moving party shall strike first. The arbitrator remaining after each party has had three (3) strikes shall be named the arbitrator for the grievance. The arbitrator's decision in the matter, if made in accordance with this contract and the applicable State and Federal laws and judicial interpretation, shall be final and binding on the parties.

- (a) The fees and expenses of the impartial arbitrator shall be paid one-half (1/2) by the Employer and one-half (1/2) by the Union, but all other expenses in connection with the presentation of a matter to the arbitrator shall be borne by the party incurring them.
- (b) The power of the arbitrator shall be limited to the interpretation of the Agreement. He/she shall have no power to add or subtract from or modify any of this Agreement, nor shall he/she have power to establish or change any wage scale or classification. The arbitrator shall have no authority to base any decision on any practice or custom which is inconsistent with any provision of this Agreement, or to award any monetary compensation or pay other than actual wages lost, unless said compensation is specifically provided for in this Agreement.

If either party requests a transcript of the proceedings that party shall bear full costs for that transcript.

No grievance shall be presented here under which occurred prior to the effective date of this Agreement.

Nothing herein shall preclude the earlier settlement of any grievance directly by agreement between representatives of the Employer and the Union.

ARTICLE 25 CATEGORIES AND WORK ASSIGNMENTS

Trip Cancellation — Drivers who show up on time for their scheduled trip shall be compensated two (2) hours pay if the trip has been cancelled. This compensation will only apply if a Driver has not been notified of the trip cancellation before showing up for their trip.

Routes — AM Routes are defined as picking up students at a designated location in the AM (before the start of a regular school day). PM Routes are defined as returning the students to a designated location in the PM (after the regular school day).

Midday Routes — These are routes that happen during the regular school day (between the AM & PM Routes) and involve picking up and returning students as described above.

Extra Trips — These are curricular or extracurricular trips or activities transporting students and/or faculty. Extra Trips will be given out on a rotating seniority basis, unless the same causes overtime, in which case the trip will be assigned to the next person on the list which would not cause overtime. If Extra Trips arise within twenty-four (24) hours, then the work may be assigned to whoever is available. Full-time bus drivers will be offered Extra Trips before subs are offered the trip. An employee offered Extra Trips may accept or decline the offer, but if the employee declines, the employee will lose his/her turn in the rotation. Nothing in this agreement shall prohibit activity sponsors from transporting students to and from an activity using the District's Activity Bus.

Driver — Anyone that is assigned a regular AM & PM route or a Midday route. This person must be fully qualified to operate the required equipment safely and efficiently and must possess all required licenses, and certifications.

Monitor — Any person that is assigned to a regular AM & PM route or a Midday route. This person must be fully trained to ensure the safety of the students.

ARTICLE 26 ROUTE ASSIGNMENTS

Prior to the beginning of the school year, and any time a route becomes open during the school year, Drivers may express interest in a specific route and will be considered on a seniority basis.

The final decision on Route Assignments will be made by the District after considering the input from the Drivers and the needs and best interests of the District.

ARTICLE 27 SICK LEAVE/FUNERAL/BEREAVEMENT

The Board of Education shall grant IMRF eligible employees sick leave in the amount of ten (10) days each year and five (5) days per year for those who are not eligible for IMRF, three (3) of which may be used as personal leave. Sick leave may not be used in less than one-half (1/2) day increments. Sick Leave shall be available for use after an employee's probationary period. If an employee does not use the full amount of annual sick leave allowed, the unused amount shall accumulate.

The use of a personal day is subject to the following conditions:

1. Except in cases of emergency for unavoidable situations, a personal leave request should be submitted to the District Superintendent three (3) days before the requested date.
2. No personal leave day may be used immediately before or immediately after a holiday, or during the first and/or last five (5) days of the school year, unless prior approval is granted by the Superintendent.
3. Personal leave may not be used in increments of less than one-half (1/2) day.
4. Personal leave is subject to any necessary replacement's availability.
5. Personal leave may not be used on an in-service training day.
6. Personal leave may not be used when the employee's absence would create an undue hardship.

Sick leave shall be interpreted to mean personal illness; quarantine at home; illness in the immediate family or household; or birth, adoption or placement for adoption. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Funeral/Bereavement leave will be up to three (3) work days per school year to attend services following the death of an immediate family member for regularly assigned employees (not subs). Bereavement days will be compensated as regular work days. Immediate family shall include parents, grandparents, parents-in-law, brothers, sisters, brothers/sisters-in-law, spouse, domestic partner, children, grandchildren, aunts, uncles, nieces, nephews, and any person living in the household. Sick leave may be used as additional bereavement days as needed. If no sick leave days are available, additional days may be authorized by the Superintendent or his/her designee upon presentation of extenuating circumstances, and may be taken as unpaid leave.

ARTICLE 28 PAY PERIOD

Employees will be paid by the District's payroll calendar. Each employee will be provided with an itemized statement of earnings and deductions.

ARTICLE 29 ROUTE GUARANTEES

Drivers/Monitors

AM Routes — Two (2) hours minimum or actual drive time, whichever is greater.

PM Routes — Two (2) hours minimum or actual drive time, whichever is greater.

Midday Routes — Two (2) hour minimum or actual drive time, whichever is greater.

Extra Trips — Two (2) hour minimum for all after school Extra Trips.

Extra Trips during the school day will be in addition to an employee's regular assignment and will be paid by actual time driven.

ARTICLE 30 LICENSE AND BUS PERMIT EXPENSE

Upon evidence of successful completion of the same, the Employer will reimburse drivers one hundred percent (100%) of the cost of the CDL portion of their license needed to drive the equipment that they are assigned to and one hundred percent (100%) of the bus permit expense.

ARTICLE 31 INCLEMENT WEATHER

On snow/emergency days, if an employee has already reported to work at the school building, the employee shall be paid 2 hours of "show up" pay provided that the employee has not already been notified of school cancellation no later than 6:00 a.m. If an employee shows up for a trip on the weekend and the trip has been cancelled and the employee has not been notified, the employee will receive 2 hours of "show up" pay.

ARTICLE 32 HOURS OF WORK AND OVERTIME

Employees shall be paid for all time spent in the service of the Employer and as directed by the Employer. Employees shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of forty (40) hours in any one (1) week.

ARTICLE 33 PAY RATES

Drivers	2018-19 school year
1 thru 3 years:	\$18.45 per hour
4 thru 6 years	\$20.50 per hour
7 or more years	\$22.55 per hour
Monitor	2.5% increase to hourly rate.

ARTICLE 34 IMRF

For all eligible employees, the District will make contributions into the Illinois Municipal Retirement Fund.

ARTICLE 35 TERMINATION

This Agreement shall take effect on the date of ratification and approval by the Villa Grove Board of Education (whichever is earliest) and remain in full force and effect until June 30, 2019 and shall then renew itself from year to year unless either party to the Agreement gives written notice to the other party at least sixty (60) days prior to change, amend or terminate this Agreement.

This Agreement is signed this _____ day of _____ 2018.

In witness thereof:

**For the International Brotherhood
of Teamsters, Local 26**

**For the Board of Education,
Villa Grove Community Unit
School District No. 302**

President

Board President

Chief Negotiator

Board Secretary