

ILLINOIS COOPERATION AGREEMENT

Agreement between the International Brotherhood of
Teamsters

and the company Illinois Central School Bus

FOR THE PERIOD from 17 April 2018 to 30 September 2022

from 1 October 2022 to 30 September 2027 -

QUE ABARCA: Las operaciones en Alton, Batavia, Bloomington, Carol Stream, Charleston, Coal
City, Iowa City, Heyworth, Kankakee, Lewisville, Topeka, Waterloo, Waukegan y Wilmington

Current language, except as modified by this provisional agreement.

ARTICLE 2. SCOPE OF THE AGREEMENT

Section 1.

Add:

As of the effective date of this Agreement, any previously approved local agreement providing for wages, hours and working conditions lower than those established by this Agreement and supplements and/or annexes thereto shall be superseded by this Agreement. Likewise, any minor terms contained in any Supplement, Addendum or Addendum to such agreement shall be superseded by the terms contained in this Agreement. However, nothing in this Agreement shall deprive any employee of any benefits or superior terms offered in its Supplements, Addenda or Addenda.

Amend:

Section 3. Additional Operation

To the extent permitted by law, the provisions of this Agreement shall only apply to ~~Local Unions at facilities included in Schedule A and shall only apply to any new or existing facilities in Illinois if they have been organized by the Union during the term of this ACL and any facilities outside of Illinois (a list of which is included in Appendix B) if such facilities were organized by the Union during the ICA period.~~ Illinois Central and the Union - agree to discuss the applicability of the ICA to any ~~new facilities outside of Illinois (and not included in Appendix B) that are acquired by Illinois Central and represented by the Union during the term of the ICA~~ will extend and apply to any operation where an IBT affiliate is certified or recognized as the representative of the bargaining unit. Interested parties shall meet without delay to negotiate a local agreement.

ARTICLE 12. NON-DISCRIMINATION CLAUSE

Add:

In accordance with the Americans with Disabilities Act (ADA), the Company prohibits discrimination in terms and conditions of employment against qualified individuals with a disability and will make reasonable accommodations for qualified individuals with disabilities, as required by the ADA and other applicable state or federal laws.

ARTICLE 14. ABSENCE DUE TO TRADE UNION ACTIVITIES

Amend paragraph 2:

The maximum leave of absence will be for thirty (30) days or the rest of the school year, whichever is greater, and may be extended...

ARTICLE 20. SAFETY

Add:

National, State, or County Health Crisis Pandemic Emergency Declaration

In the event of a large-scale national, state, or county pandemic health crisis emergency declaration covering the area including operating facilities, Company and employees covered by applicable Collective Bargaining Agreements will follow all federal, state, and county rules, laws, procedures, and policies during such health emergency.

The parties acknowledge that the Company has an obligation and responsibility to impose immediate adjustments to working hours and conditions based on guidelines and directives from CDC, FEMA, state board of health, local board of health, local school district, or other government agencies.

Within five (5) business days following the declaration of emergency directly affecting the working conditions of employees covered by this Agreement and declaration, either party may request to meet to discuss issues related to the emergency, including personal protective equipment, safety guidelines and procedures, payment for risks and working hours.

ARTICLE 25. DEFECTIVE EQUIPMENT AND HAZARDOUS WORKING CONDITIONS

Add:

Before filing any third party complaint, the Union must notify the Company and make a good faith effort to give the Company a reasonable amount of time, up to thirty (30) days, to remedy the matter. This period of thirty (30) days may be extended by mutual agreement of the parties.

ARTICLE 30. ANTIQUITY

Amend the first sentence:

The parties recognize the principle of seniority, except when specifically limited by agreement.

ARTICLE 35. SUMMER HOLIDAYS

Amend:

As long as the employee is available to work during the summer, does not refuse summer work, or has not stopped working on the mandatory summer allowance, the Company will support the employee's unemployment claim.

ARTICLE 44. MISCELLANEOUS BENEFIT PROVISIONS

Amend:

NOTE: The parties' provisional agreement on the following changes to this section of the 401k Plan is expressly subject to and conditioned upon legal study, investigation, and approval by the company and its outside counsel, which may include consideration of the applicable Teamsters National 401k Plan document, a summary description of the plan, and a proposal for a participation agreement. Any issues that may be identified by the law firm and research will be discussed by the parties to reach a mutually acceptable resolution.

401K Retirement Plan: Employees will be entitled to participate in the Company's 401k savings/retirement plan. The plan includes a contribution of \$0.50 cents for each \$1.00 contribution from

employees, up to a maximum of 6% of the employee's annual income. ~~An employee must have worked 1,000 hours in any plan year to be eligible to defer their contributions to the plan.~~ The plan contains a three-year timetable for granting property rights. Nothing herein shall change, amend, delete or modify the terms of the language of the locally negotiated 401k agreement. All terms and conditions of the plan documents shall apply and govern and, in the event of a conflict, shall prevail over these provisions.

Beginning August 1, 2023, non-probative employees will be able to participate in the Teamsters National 401k Plan . Employees who enjoy a greater benefit from participating in the 401k Company through matching contributions will continue on that model until Teamster's plan is higher, and then the Company will stop making matching contributions to the Company's 401k plan . Participation in the Plan will be conducted in accordance with the eligibility conditions and restrictions of the Plan. The Company will make non-elective contributions to enrolled employees in accordance with the following program:

- Step 1: \$0.50 per hour*
- Step 2: \$0.50 per hour*
- Step 3: \$0.75 per hour*
- Step 4: \$1.00 per hour*

*Hourly is defined as hours paid for home-to-school routes (including Kindergarten, Half-Days, and Late Travel), training (either as a coach or apprentice), summer classes, charters, activities, transportation, meetings, and miscellaneous jobs (including refueling, oil checks, and bus washing). The hours will be rounded to the nearest time.

The Company's non-elective contributions will commence in the previous step as of August 1 of the new applicable revenue agreement, as applied in the applicable Local Supplement.

IBT Represented ICSB Locations	Revenue Contract Exp Date (Summer of the Year)	401K Effective School Year
ALTON (Local #525)	2023	2023/2024
BATAVIA (Local #777)	2023	2023/2024
CHARLESTON (Local #26)	2023	2023/2024
KANKAKEE (Local #179)	2023	2023/2024
TOPEKA (Local #696)	2023	2023/2024
WAUKEGAN (Local #777)	2023	2023/2024
BLOOMINGTON (Local #26)	2024	2024/2025
CAROL STREAM (Local #777)	2024	2024/2025
COAL CITY (Local #179)	2024	2024/2025
HEYWORTH (Local #26)	2024	2024/2025
WATERLOO (Local #50)	2024	2024/2025
WILMINGTON (Local #179)	2024	2024/2025
IOWA CITY (Local #238)	2025	2025/2026
LEWISVILLE (Local #745)	2025	2025/2026

The Company's non-elective contributions will be made quarterly, in accordance with plan requirements, for those employees who are not on probation.

Deferral contributions chosen by the employee will be allowed for premiums, on a pre-tax basis.

Amend:

ARTICLE 46. HEALTH CARE

The parties recognize the importance of employer-provided health care and agree to establish a health care committee to evaluate and implement improved health care options for bargaining unit members. The committee shall meet quarterly. The parties have committed to finding alternative ways to provide affordable health care to all members of the bargaining unit. The members of the committee shall consist of three (3) representatives of each party designated by the committee.

In the event that the ACA is amended to provide coverage for part-time school bus employees, the parties will meet to discuss any issues related to its implementation.

Amend:

ARTICLE 48. DISPUTE SETTLEMENT

Any dispute arising between the parties regarding the provisions of this Agreement shall be resolved in accordance with the Joint Area Complaint Review Committee (JAC) in Appendix C.

**APPENDIX TO
TEAMSTERS FACILITIES**

~~**WITHIN THE STATE OF ILLINOIS**~~

Alton, Illinois	Local #525
Batavia, Illinois	Local #777
Bloomington, Illinois	Local #26
Carol Stream, Illinois	Local #777
Charleston, Illinois	Local #26
Coal City, Illinois	Local #179
Heyworth, Illinois	Local #26
Iowa City, Iowa	Local #238
Kankakee, Illinois	Local #179
Lewisville, Texas	Local #745
Topek, Kansas	Local #696
Waterloo, Illinois	Local #50
Waukegan, Illinois	Local #777
Wilmington, Illinois	Local #179

~~**ANNEX B-**~~

~~**CENTRAL ILLINOIS FACILITIES OUTSIDE
THE STATE OF ILLINOIS**~~

~~Mahtomedi MN, Milwaukee WI, Nampa ID, New Richmond WI, Paola KS, Stillwater MN, Vallivue ID.~~

Add New Article:

ANNEX B

JOINT AREA COMPLAINT REVIEW COMMITTEE

The following describes the functioning of the Joint Area Complaint Review Committee:

Local Unions shall use the Committee to resolve complaints arising under this Agreement.

Each party shall be entitled to two (2) representatives of its choice to serve on the Committee. One

representative is not eligible to serve on the Committee if he has any involvement in the case. The members of the Committee may be elected from:

- a. One (1) of the Company's facilities/Union facilities that are party to this Agreement, but are not parties to the complaint; or
- b. If the opposing party agrees, from another facility or Local Union.

The parties will then alternate in the choice of the site, choosing first the Syndicate, then the Company, then the Syndicate, then the Company, etc. The party that chooses the site will bear the costs of the site, if any. Typically, the site will correspond to a Union Room, the Company's premises on a non-operating day, or a neutral site at no cost to either party.

Upon ratification of this Agreement, each Party shall designate in writing a Permanent President to act until a written replacement is appointed. The party who has not chosen the site will cause its designated President to provide the required services (i.e. Syndicate site, Company President). The Chairperson selected shall occupy a non-voting seat.

Either party is responsible for choosing an advocate to present their case. The party responsible shall proceed first. In cases of dismissal or suspension, the Company will assume responsibility. In cases of interpretation of contracts, the Union shall assume responsibility.

After each party's submission, each party will be allowed a reasonable amount of time to refute what was heard.

After rebuttal, each party has the right to submit a brief oral summary of its position.

After the summary, the members of the Committee will declare a recess to discuss all the cases presented and make their decision. The President shall draw up a brief decision detailing the vote count (not who voted for which position), a summary of the facts, the committee's decision and, where appropriate, the applicable remedy. Both the Committee's decision and the remedies are strictly limited to the strict terms of the contract, as is done in arbitration. If the matter is blocked, the decision will only state that "the matter is blocked."

The decision of the Committee shall be final and binding on all parties. In situations where the JAC is blocked, such a dispute may be submitted by either party to a mutually acceptable neutral arbitrator for a final and binding resolution.

Upon ratification of this Agreement, the Parties shall agree on a brief set of rules for the committees.

Add New Article:

TECHNOLOGY

The technology, including but not limited to video, audio, monitoring of equipment KPIs, parent notification, student management, telematics and GPS, including but not limited to any successor technology, is being used and implemented by providers while increasingly being demanded by agencies, customers, school districts and others to ensure safe and reliable transportation for students. The parties recognize the importance of technology in the school bus transportation business and accept the increasing use of technology. The parties further recognize that technology plays an important role in many investigations related to safety, quality of service, student behavior and management, accidents, incidents, and employee adherence to policies. The parties recognize that while technology plays an important role in the safe transportation of students, it should not be used in a manner inconsistent with its stated purpose of improving safety and quality of service, which is not just about disciplining employees.

The Company shall provide the Union with at least thirty (30) days' notice prior to implementing a significant change in the use of the technology. The Local Union shall have the right to see the audio and/or video data used as part of an investigation.

Additional Items:

Freedom of Association Agreement – Update the expiration date to correspond to that of this Agreement.

Wilmington – The parties agree to a 30-day extension of the Collective Bargaining Agreement (ACN) with automatic renewal periods of 30 days as needed. The parties agree to assist as necessary to reach a mutually acceptable agreement regarding Wilmington.