

# ILLINOIS COOPERATIVE AGREEMENT

## Agreement between International Brotherhood of Teamsters & Illinois Central School Bus

FOR THE PERIOD October 1, 2022 – September 30, 2027

COVERING: Operations in Alton, Batavia, Bloomington, Carol Stream, Charleston, Coal City,  
Iowa City, Heyworth, Kankakee, Lewisville, Topeka, Waterloo, Waukegan and Wilmington

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## **ARTICLE 1. PARTIES TO THE AGREEMENT**

The parties hereto enter into this collective bargaining agreement for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties. All parties hereto pledge to cooperate with each other in good faith in the enforcement of the terms and conditions of this Agreement. All parties desire to provide uninterrupted operations to the clients they serve and to provide a secure, safe and productive work environment.

### **Section 1. Employer Covered**

The Employer signatory to this ICA and associated Local Supplements, addenda and/or riders is Illinois Central School Bus, LLC.

### **Section 2. Unions, Operations and Employees Covered**

The Union consists of any Local Union which may become a party to this Agreement and any Supplemental Agreement as hereinafter set forth. Such Local Unions are hereinafter designated as "Local Union." In addition to such Local Unions, the Teamsters Illinois Central State Negotiating Committee ("TICSNC") representing Local Unions affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Illinois Union Committee" is also a party to this Agreement and the agreements supplemental hereto.

The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and other terms and conditions of employment for the employees in previously certified or recognized units referenced in Appendix A hereto.

A list of all the Local Unions covered by this ICA and the associated categories of employees represented by said Local Unions is described in Appendix A to this ICA, which will be updated by the parties by mutual written agreement as additional operations become covered by this ICA.

## **ARTICLE 2. SCOPE OF AGREEMENT**

### **Section 1. Scope and Approval of Local Supplements**

It is the intent of the parties that generally negotiated terms and conditions of employment will be set forth in the ICA and that locally negotiated conditions generally will be narrowly limited in scope to locally negotiated economic provisions and local terms and conditions of employment, which will continue to control operations, notwithstanding

anything to the contrary condition in this Agreement. Such local terms and conditions include but are not limited to management rights clauses, grievance and arbitration provisions, assignment of work and hours of work provisions. This provision does not alter or substitute for any procedures the Union has for membership ratification. The Company and the Illinois Union Committee agree that they shall work with the local bargaining parties to seek a fair and equitable agreement prior to the commencement of any strike or job action. In such circumstances either the Company or the Local Union can invoke a one time cooling off period to allow the Illinois Union Committee the ability to assist the Local Union in seeking a resolution to the dispute. Such cooling off period shall expire twenty-one (21) calendar days after the involvement of the Illinois Union Committee or upon a statement by the Illinois Union Committee that further bargaining would be fruitless, whichever occurs first. Such statement by the Illinois Union Committee shall not be issued sooner than five (5) days after its involvement.

Upon the effective date of this Agreement, any previously adopted local agreement, practice or provision which provides less than the wages, hours and working conditions established by this Agreement and supplements and/or riders hereto shall be superseded by this Agreement. Furthermore, any lesser conditions contained in any Supplement, Rider or Addendum hereto shall be superseded by the conditions contained in this Agreement. However, nothing in this Agreement shall deprive any employee of any superior benefit or term contained in their Supplement, Rider or Addendum.

### **Section 2. Non-Covered Units**

This Agreement shall not be applicable to those operations of the Employer where the employees are covered by a collective bargaining agreement with a union not signatory to this Agreement, or to those separate units who have not designated a signatory union as their collective bargaining agent.

### **Section 3. Additional Operation**

The provisions of this Agreement, to the extent legally permissible, shall extend and apply to any operation where an affiliate of the IBT is certified or recognized as the bargaining unit representative. The involved parties shall meet promptly to negotiate a local agreement.

### **Section 4. Single Bargaining Unit**

It is the intent of the parties that each of the groups of represented employees referenced in Appendix A will be governed by this Illinois Cooperative Agreement and applicable local agreements, supplements and/or riders.

All employees covered by this Illinois Cooperative Agreement and the various local agreements, supplements and/or riders shall constitute one (1) bargaining unit. The printing of this ICA and the various local agreements, supplements and/or riders in separate agreements is for convenience only and is not intended to create separate bargaining units.

### **ARTICLE 3. UNION RECOGNITION AND DUES**

The Company recognizes the Union as the sole and exclusive bargaining agent for all matters affecting the wages, hours and terms and conditions of employment of its employees in the bargaining unit. This Agreement covers all individuals performing work covered by this Agreement or any supplements and/or riders hereto, including: All bus routes or runs, and any movement of buses, vans or any other vehicle that will be used for the purpose of transportation by the Employer, as well as all work traditionally and historically performed by bargaining unit personnel.

All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall continue to satisfy any and all financial requirements or other obligations of the Local Union or meet the requirements of a service fee payor. As a condition of employment all employees must pay either the Union's initiation fees and periodic dues or service fees which in the case of a regular service fee payor shall be equal to the Union's initiation fees and periodic dues, and in the case of an objecting service fee payor shall be the proportion of the initiation fees and dues corresponding to the portion of the Union's total expenditures that support representational activities. All present bargaining unit employees who are not members of the Local Union and all employees who are hired hereafter into the bargaining unit shall satisfy any and all financial requirements or other obligations of the Local Union as set forth above on and after the thirty-first (31<sup>st</sup>) calendar day following the beginning of their employment or on and after the thirty-first (31<sup>st</sup>) calendar day following the effective date of this subsection or the date of this Agreement, whichever is the later. An employee who fails to satisfy the financial requirements or other obligations of the Local Union as herein provided, shall be terminated seven (7) working days after his/her Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be, offered to such employee on the same basis as all other members and further, that the employee has had notice and opportunity to make all dues or initiation fee payments. This paragraph shall be interpreted to provide

the Union and its Local Unions with the maximum Union Security that may be legally permissible.

In the event of any change in the law during the term of this agreement relating to Union Security the Employer agrees that the Union will be entitled to receive the maximum Union Security that may be lawfully permissible.

The Employer agrees to deduct from the wages of all employees covered by this agreement initiation fees and regular monthly dues, including D.R.I.V.E., and send a check for all such money deducted to be received by the Union on or before the third Friday of current month, provided however, that no such deduction shall be made unless and until the Employer is furnished with individual authorization by the employee, in writing, to make such deduction, subject moreover, to all requirements of the Labor Management Relations Act, 1947, as amended.

The Union at its option may require that dues be deducted on a weekly basis.

The Local Union shall indemnify and hold harmless the Company against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, any action taken or not taken by the Company in reliance upon written authorization of the employees or written statements by Local Union representatives for the purpose of complying with this Article.

**New Hires:** When new or additional employees are needed, the Union may supply names of applicants. The employer shall choose between applicants referred by the Union along with any other applicants on the basis of their respective qualifications for employment. No applicants will be preferred or discriminated against because of membership or non-membership in the Union.

If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. Reopening of the Agreement shall be limited to only the negotiation of the provision(s) determined to be invalid under the law, and all other provisions remain in full force and effect.

### **ARTICLE 4. TRANSFER OF COMPANY TITLE OR INTEREST**

This Agreement and Supplement Agreement hereto, hereinafter referred to collectively as "Agreement" shall be binding upon the parties hereto, their administrators, executors and assigns. In the event any operation or

portion thereof, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, the Employer, to the extent permissible by law, shall make sure that such operation or use of such rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this Section that the parties hereto shall not use any leasing device or subterfuge to a third party to evade this Agreement.

The Employer shall give notice of the existence of this Agreement to any heir, transferee, purchaser, lessee, assignee, etc. of the operations covered by this Agreement or any party thereof, and agrees that it will require as a condition of sale, transfer, lease or assignment of the operation or any part thereof, that the purchaser, transferee, lessee or assignee shall assume all of the obligations of this Agreement and shall execute a copy thereof. Such notice shall be in writing with a copy to the Union not less than thirty (30) days prior to the effective date of sale or transfer. No part of the work or operations covered by this Agreement shall be sublet, transferred or in any other manner disposed of without at least thirty (30) days advance written notice to the Union, and opportunity for the Union to discuss the proposed action with the Employer. Any requirement specified in this paragraph may be mutually waived by the parties. Such waiver must be in writing and signed by the parties' designated agents.

If the minimum wage, hour and working conditions in the Company sold, leased, transferred, etc., differs from those minimums set forth in this Agreement, the higher of the two shall remain in effect for the employees involved.

## **ARTICLE 5: SHOP STEWARDS**

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 Shop 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 collection of dues when authorized by appropriate Local Union action;

3. 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 Shop Stewards and their Alternates, and shall not hold the Union liable for any unauthorized acts. The union will work with the Company to stop any such acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

The Shop Steward will be permitted reasonable time to investigate, present and process grievances within the regular schedule of the Shop Steward, provided there is no interference with school bus runs, or with the proper performance of the duties of the employees in participating in all meetings with the company over the resolution of grievances or other company business. The Shop Steward shall not suffer a loss in work opportunity and/or pay due to meetings or hearings scheduled by the company.

No Shop Steward shall make any decision with the Employer which conflicts with the terms and provisions of the Contract. The Union reserves the right to remove the Shop Steward at any time for the good of the Union.

## **ARTICLE 6. MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, other benefits or forms of compensation and general working conditions shall be maintained at not less than the highest standards in effect at the time at that location of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement, or have been negotiated for adequate replacement. The parties recognize that locally negotiated economic provisions and local terms and conditions of employment may be altered by written agreement and ratification of the local bargaining parties subject to Article 2, Scope of the Agreement.

It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors, such as clerical or typographical errors, made by the Employer or the Union in applying the terms and conditions of this Agreement. In no event shall it apply to errors, the correction of which may be substantive or where the Union and Company disagree that an error was made. If the Union or the Employer are at an impasse, both parties may use the grievance procedure, if need be, as outlined in the Agreement.

#### **ARTICLE 7. PROTECTION OF RIGHTS**

The Employer shall not enter into any agreement or contract with his/her 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.

**Picket Lines:** The Union and the Company understand that in the education profession, work stoppages can occur. This paragraph addresses that concern and covers work stoppages of customers and/or schools. It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement and including primary picket lines at the Employer's place(s) of business, or refuses to go through a picket line due to concerns for his or her safety, or the safety of his/her passengers. Recognizing the special obligation of the Company and its employees to render service to the public, the Union and the Company agree that the presence of a non-Teamster picket or a non-Teamster picket line on or adjacent to the premises of any customer or potential customer of the Company shall not remove the obligation of the employees to render service in the normal routine of Company operations provided such employees are not required to cross a picket line

**Struck Work:** It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action or shall such employee be permanently replaced if any employee refuses to perform any service which the Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees for the Employer or person on strike.

#### **ARTICLE 8. ACCESS TO PREMISES**

Authorized agents of the Union shall have access to the Employer's establishment during working hours after notifying the location manager in advance and presenting themselves to the facility manager or supervisor to investigate working conditions, collect dues, 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 seven (7) days of the Union's request and will provide a suitable bulletin board exclusively for the Union's use in a conspicuous place for posting of information and interest to the members of the Union. The Union representatives agree to follow the Company's prescribed safety and security regulations while on the Company's premises.

#### **ARTICLE 9. COMPENSATION CLAIMS**

The Employer agrees to cooperate toward the prompt settlement of employees' on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Worker's Compensation protection for all employees even though not required by state law or the equivalent thereof, if the injury arose out of or in the course of employment.

When an employee is injured on the job, the employee shall be guaranteed a day's pay for the day injured, provided he is instructed to cease work as a result of the injury, by the Employer or his physician.

The Company shall notify the Local Union of all worker's compensation claims.

#### **ARTICLE 10. MILITARY CLAUSE**

The parties hereto agree that the Employer shall comply with USERRA, as amended, the Reserve Forces Act of 1995, and amendments thereto.

#### **ARTICLE 11. 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 Company 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 Local 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. Progressive discipline includes warnings, suspensions, and termination. However, under severe circumstances, progressive discipline may not be required so long as just cause is shown.

A warning notice as herein provided shall not remain in effect for more than twelve (12) months from the date of the occurrence upon which such warning notice is based, except in the case of serious on-duty preventable accidents, which may be considered for a reasonable period of time greater than the twelve (12) months, and shall not include minor issues.

A discharged employee must be paid in full for all wages owed him by the Employer within five (5) working days from the date of discharge unless the applicable law requires such payment to be sooner.

Employees may receive their normal pay and benefits during an investigatory suspension due to a disciplinary issue. If following an investigation the employee is terminated, then no back pay will be awarded. If the employee is reinstated and depending on the outcome of the investigation, then back pay may be awarded. Should the Company's investigation exceed seven (7) working days and without mutual agreement of the parties to extend such period, the employee will begin receiving his normal daily pay beginning on the eighth (8<sup>th</sup>) work day.

The Company 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. In the event that the Company unintentionally fails to advise the employee, the grievance would not be overturned. If a steward is unavailable, the employee may designate a bargaining unit member who 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.

#### **CUSTOMER REMOVAL:**

If the Company is required to remove a driver from a route at the School District's request, the Company agrees to discuss the matter with the School District as soon as practical to attempt to adjust or resolve the issue and will seek permission of the client to invite the Union to participate in such discussions. If the School District maintains its position on the removal of the driver, the Company will meet with the Union to discuss the status of the driver. The Union will be given a copy of the directive requiring the removal of the driver where appropriate. If the directive is not in writing, the Company will request the School District

provide a written directive setting forth the reason for the removal. The Company will make every effort to place the employee in substantially equivalent work, provided the reason is not for just cause to the Company, within the bargaining unit serviced by this Local Union or at another of the company's locations for which the driver is qualified, either of which should be in the geographic area of the Local Union or in another mutually agreeable location. If the School District does not provide a directive requiring removal of an employee in writing, the Employer will, in writing, provide the Union and the employee with a description of the directive. The Company shall not initiate or instigate employee removal or customer complaints with the district. The Company may provide additional training to the employee in the area of deficiency articulated by the School District in order to assist the employee in correcting any actual or perceived performance issues. If no job is available, the employee will be placed on layoff status with recall rights.

### **ARTICLE 12. NON-DISCRIMINATION CLAUSE**

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, sexual preference or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color religion, sex, national origin, sexual preference, or age. Nothing in this agreement shall be interpreted to deny any employee her/his ability to raise statutory discrimination claims through applicable court or administrative proceedings.

The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of his/her membership in the Union or because of any lawful activity and/or support of the Union.

Consistent with the Americans with Disabilities Act (ADA), the Company prohibits discrimination in any terms and conditions of employment for qualified individuals with a disability and will make reasonable accommodations for qualified persons with disabilities, as required under the ADA and other applicable state or federal law.

### **ARTICLE 13. ANTI-HARASSMENT**

It is the understanding of the parties, that there shall be no harassment by any person, management or Union

employee, whether or not it is sexual in nature or any other form.

#### **ARTICLE 14. ABSENCE FOR UNION BUSINESS**

The Employer agrees to grant the necessary time off, 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 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. Leaves will be limited to one per school year. No more than two employees per yard will be allowed on leave at any one time.

Any employee desiring leave of absence from his employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for thirty (30) days or the remainder of the school year, whichever is greater, and may be extended by mutual agreement for like periods, or as provided elsewhere in this contract. Permission for same must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment unless mutually agreed to between the Union and the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights and job for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

#### **ARTICLE 15. UNIFORMS**

The Employer agrees that if any employee is required to wear any kind of uniform, safety vest or cleats as a condition of his continued employment, such uniforms, safety vests and/or cleats shall be furnished by the Employer, free of charge, at the standard required by the Employer. Such uniforms, safety vests, and cleats shall be replaced or repaired if worn or faded, as necessary. Employees shall be entitled to display union insignia (buttons/pins) on their apparel at their own expense.

#### **ARTICLE 16. PASSENGERS**

It is understood that the Company will, to the extent possible, allow drivers or monitors to have up to two (2) of their non- infant minor children or grandchildren accompany them on their routes. Having a ride-a-long

is considered a privilege and not a right. Drivers and/or monitors are responsible for the safety of their children/grandchildren at all times. Both parties accept and acknowledge that the Customer(s) may restrict and/or prohibit such practice.

No driver shall knowingly permit any unauthorized passengers on any Company vehicle at any time.

#### **ARTICLE 17. LOSS OR DAMAGES**

Employees shall not be disciplined for loss or damage unless just cause is shown. No employee may be charged for loss or damage to equipment under any circumstances.

#### **ARTICLE 18. COURT APPEARANCES**

When an employee is required by the Company 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, provided the employee is not charged and convicted of criminal negligence. This section shall not apply to employees who are found guilty of drunken driving or driving under the influence when involved in an accident during working hours.

#### **ARTICLE 19. DAILY MAINTENANCE OF BUS**

In the event that the Employer requires employees to clean their buses, the Employer will provide the necessary cleaning products including paper towels, sanitizer, window cleaner, and trash bags needed. Employees shall not be required to clean or handle blood, bodily waste or fluids, chemicals or other hazardous substances unless provided proper equipment and training. Drivers shall upon returning to the yard be required to physically walk to the rear of the bus and place a "no children on board" placard and/or other device in the rear window of the bus.

Employees will be paid for all time spent cleaning, checking, inspecting and sanitizing buses. The employer agrees to continue the practice of including in the standard hours time each day for the purpose of drivers' cleaning and maintaining the inside of their buses.

#### **ARTICLE 20. SAFETY**

The Company shall pay any fine for a citation issued to any driver for an equipment violation that is not the driver's fault on a company vehicle.



## **National, State, or County Health Crisis Emergency Pandemic**

In the event of a National, State, or County large-scale health crisis emergency pandemic declaration covering the area which includes the operating location(s), the Company and employees covered by the applicable Collective Bargaining Agreement(s) will follow all applicable federal, state, and county rules, laws, procedures, and policies during such health emergency.

The parties recognize that the Company has the obligation and responsibility to impose immediate hour and working condition adjustments based on CDC, FEMA, state health board, local health board, local school district, or other governmental agency guidance and directives.

Within five (5) business days of the emergency declaration which directly affects the working conditions of the employees covered by this Agreement and declaration, either party may request to meet to discuss items related to the emergency including personal protective equipment, safety guidelines and procedures, hazard pay, and working hours.

## **ARTICLE 21. JURISDICTIONAL DISPUTES**

In the event that any dispute shall arise between any Local Union parties to this Agreement, or between any Local Union party to this Agreement and any other Union, relating to jurisdiction over employees or operations covered by this Agreement, the Employer agrees to accept and comply with the decision or settlement of the Unions or Union tribunals which have the authority to determine such dispute. The parties do not intend by this paragraph to take away the Employer's right to designate the home domicile of its employees.

## **ARTICLE 22. BULLETIN BOARDS**

The Employer agrees to provide a Union bulletin board in each garage, terminal or place of work. There shall be mutual agreement on the place to hang the Union bulletin board. 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 23. PERSONAL IDENTIFICATION**

If the Employer requires employees to carry personal identification, the cost of such personal identification shall be borne by the Employer, including replacement costs.

## **ARTICLE 24. PERSONNEL FILES**

The Company shall maintain a single 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 Company to examine his/her personnel file in the presence of a Union Steward or Union Representative. Upon inspection, an employee shall be supplied with a reasonable number of copies of any documents in his/her file. Upon review of personnel records by the employee, an item not comprehensible to the employee will be explained. After such review, a written acknowledgement by the employee of such review will be placed in the personnel file. Employees shall be entitled to place a letter of rebuttal to any document placed in their file.

Disciplinary documents shall be presented to employees before being placed in their personnel file.

The Company shall maintain files in accordance with applicable law for all matters pertaining to a particular employee, which shall be accessible to the employee.

The Company will not release any information in an employee's personnel file to outside sources other than date of employment unless legally required to do so 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 25. DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK**

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. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. Refusal to operate equipment will be brought to the immediate attention of the location manager for discussion. Any equipment which is refused because not mechanically sound or properly equipped shall not be used by other drivers until the Maintenance Department has adjusted the complaint. Under no circumstances will an employee be required to engage in any activity involving dangerous conditions of work or danger to person or property, and no employee shall be disciplined for the refusal to operate such equipment.

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

The employer shall provide fire extinguishers, flares, working radio, breakdown kits, and first aid kits including biohazard protective materials.

**Parking Lot/Yard Safety:** The Employer will to the extent reasonably possible provide proper lighting and maintenance to all areas as well as clean and sanitary restrooms with functioning hot and cold water sink faucets. The Employer's requirements under this section shall not apply to remote or satellite parking areas and building where the Company does not maintain a management-staffed structure.

**Right to File a Complaint:** The Employer may not discharge or discipline or discriminate against any employee because the employee, or another person at the employee's request, has filed a complaint or begun a proceeding related to a violation of a commercial motor vehicle safety or security regulation, standard, or order, or occupational safety and health regulation or standard, or has testified or will testify in such a proceeding, or if the employer perceives that the employee has filed or is about to file a complaint or has begun or is about to begin a proceeding related to a violation of a commercial motor vehicle safety or security regulation, standard, or order, or occupational safety and health regulation or standard. Before making any third-party complaint, the Union must notify the Company and make a good-faith effort to allow the Company a reasonable amount of time, up to thirty (30) days, to remedy the matter. Such thirty (30) day period may be extended by mutual agreement of the parties.

**Additional Training:** Employees will be trained annually on the proper cleaning, handling and disposal of bodily fluids and human waste. The Company will equip all buses with the required body fluid kit.

## ARTICLE 26. UPGRADING

Bargaining unit employees will be upgraded (familiarization on larger equipment) on a voluntary basis and such training time will be paid for by the Employer. Upgrading will be processed in the following manner, as business requires:

- (a) There will be a sign-up list for those employees who desire to be upgraded at the initial bid period prior to the start of school.
- (b) The number of employees to be upgraded will be determined by the Employer. Employees will be upgraded based on seniority provided they are qualified by: driving record, attendance and physical condition (within previous twelve (12)

months). The Employer will notify the employee and the Union of the disqualification of any employee who has applied, subject to review through the grievance procedure, if needed.

- (c) The Employer will schedule upgrading sessions whenever appropriate and employees will be trained in seniority order. If the employee does not attend a scheduled session at his home terminal, unless impossible to do so, his name will be removed from the upgrading list. Employees will be given one (1) week's notice of a training session.
- (d) Employees will be paid the non-revenue rate for training under this Article.

## ARTICLE 27. DRUG AND ALCOHOL POLICY

In acknowledgement of the nature of the Employer's operation and the very special and overriding safety considerations, the parties have adopted formal provisions for fitness for duty drug and alcohol screening.

The parties further agree to adhere to all DOT/Company Policies concerning drug testing methodologies and requirements. Should the DOT mandate changes in drug testing mandates and procedures, the company will comply and notify the union.

## ARTICLE 28. LAYOFF

The Employer will give all employees and the Local Union at least five (5) working days' notice of permanent layoff for lack of work. These provisions shall not apply when a layoff is caused by reasons beyond the control of the Employer, such as an act of God, or Customer, or School District cancellations without warning. This does not limit any greater notice required by any federal or state law.

## ARTICLE 29. TRANSFER RIGHTS

The Union and the Employer agree that any time an employee covered by this Agreement is assigned for the Employer's convenience to a lower paying classification, said employee shall continue to be compensated at employee's normal hourly rate. The Employer and Union further agree that when an employee covered by this Agreement successfully and voluntarily bids into a lower paying job classification, the employee shall be compensated at the regular hourly rate for that job classification. The Union and Employer agree that when an employee is assigned to a higher pay classification the employee will be paid at the higher rate.

## ARTICLE 30. SENIORITY

The parties recognize the principle of seniority, except when specifically limited by agreement. Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement, at the terminal (or terminals) within the jurisdiction of the Local Union. It shall be deemed to include any seniority presently held by an employee through agreement between the Employer and the Local Union prior to this Agreement. Where the current practice of a Master Seniority List exists, it will continue in effect for the duration of this Agreement. Seniority provisions set forth in local agreements or addenda shall prevail over inconsistent provisions set forth herein.

### **Loss of Seniority:**

Seniority shall be broken only by:

1. Discharge;
2. Voluntary Quit;
3. Failure to respond to a notice of recall for regular work for seven (7) consecutive calendar days after receiving notice, or by mutual agreement;
4. Unauthorized leave of absence;
5. Unauthorized failure to report for work for three (3) consecutive work days when working and on a seniority list;
6. If an employee has not worked for the Employer for twelve (12) continuous months.
7. An employee who is absent due to a work-related injury or illness shall not suffer a break in seniority, provided the employee returns to work within ten (10) days after being medically cleared.

**Maintenance of Seniority:** No employee shall lose his seniority rights if he performs all things required of him under the conditions set forth in this Agreement, or:

1. If he is laid off except as provided herein;
2. If he is sick or recuperating from some illness or accident except as provided herein;
3. If he is on a bona fide leave of absence but must remain in good standing with the Union by the payment of the current dues, also if the leave of absence has not exceeded twelve (12) months.

**Transfer of Seniority:** If an employee has been approved for transfer to a location within the jurisdiction of a different Local Union he shall maintain his years of service with the company for the purpose of any wage

and benefit provisions/progressions. Any employee who has been approved for transfer into a different location shall have his/her seniority end-tailed for any and all bidding purposes.

## ARTICLE 31. SENIORITY LIST

Within thirty (30) days after the signing of this Agreement, and at least quarterly thereafter, a list of employees, arranged in the order of their seniority, shall be posted in a conspicuous place at the place of employment and a copy furnished to the Union for Union files. The Union copy will show names addresses and phone numbers of each employee. Claims for corrections to such seniority list must be made to the Employer and the Union within thirty (30) days after the allegedly inaccurate posting is initially made.

## ARTICLE 32. JURY DUTY

Any regular seniority employee who is called for jury duty shall be paid his regular rate of pay for all days the employee serves on the jury for up to three weeks per year. 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 Company will jointly cooperate to limit any potential disruption as a result of jury duty.

## ARTICLE 33. EXCLUSIVE AGREEMENT

This is the exclusive Illinois Agreement between these parties with all prior national agreements becoming void on the effective date of this Agreement. This Agreement includes all addenda and Letters of Agreement executed simultaneously herewith and subsequent hereto provided. Some are signed or initialed by both parties and those Addenda will be part and parcel of this Agreement. However, nothing in this agreement shall result in the reduction of pay or benefits to employees in the bargaining unit.

## ARTICLE 34. UNIT WORK

No person outside of the Bargaining Unit shall be permitted to perform work normally performed by a member of the Bargaining Unit except in the absence of sufficient numbers of Bargaining Unit Employees, or in a recognized emergency. The Employer will not subcontract, lease or diminish bargaining unit work opportunities. The Employer shall hire additional bargaining unit employees when the amount of work justifies such hiring. This does not apply to activity

buses leased directly to a school district or similar arrangement.

### **ARTICLE 35. SUMMER RECESS**

Provided the employee was available to work during the summer, did not refuse summer work, or failed to work mandatory summer assignment, the Company will support an employee's unemployment claim.

### **ARTICLE 36. POSITIVE RELATIONS COMMITTEE**

The parties will endeavor to work together constructively to develop a positive labor-management relationship that supports the long term needs of the Employer, the Union and the employees. It is our goal to demonstrate that labor- management collaboration can produce market-leading competitive performance and a superior workplace for employees. In this spirit, the parties agree to conduct communications in a manner which is respectful of the other party. The parties are committed to a relationship based on proactive communications designed to minimize conflict and address the legitimate concerns of both parties.

To this end, the parties agree to establish a cooperation committee composed of equal representation to meet periodically in order to review and discuss issues of mutual importance and to resolve disputes. It is the intent and desire of the parties that such committee will function to minimize disputes and disagreements. The committee will meet to:

1. consider cooperative efforts to promote harmony and efficiency among employees, the general welfare of the company and the safety in operations;
2. explore the potential for engaging in common legislative activities and communications with federal, state and local government entities;
3. explore joint approaches to achieving union and company organizational effectiveness;
4. promote employee training initiatives to maintain a safe and productive workforce; and
5. to encourage cooperation to promote innovation, quality of service and continued growth.

### **ARTICLE 37. WORK RULES/POLICIES**

The Company 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.

It is understood all rules/policies will be reasonable and the Union has the right to challenge the substance and reasonableness of the changes and the implementation thereof through arbitration or other appropriate legal processes.

The Company also agrees the provisions of this collective bargaining agreement and any supplements or addenda hereto supersede and control over any inconsistent provisions in any Company handbooks, rulebooks or policies.

### **ARTICLE 38. LEAVE OF ABSENCE**

**Leaves of Absence for Part Time Employees:** Most part time employees will not qualify for FMLA leave benefits due to the annual 1,250 hour requirement for eligibility. However, medical and personal leaves may be necessary due to individual or family circumstances. The Company will allow such leaves given documentation is provided and the leave is approved by management. If a collective bargaining agreement is in effect for a specific location, then the provisions of the agreement will prevail.

**Medical Leaves of Absence:** Unpaid, medical leaves of absence may be granted to part-time employees after 90 days of employment. Employees must submit medical documentation supporting the need and time required for a medical leave. A leave will be defined as an absence longer than five working days. If a leave lasts for more than five working days, then the leave is retroactive to the first day of absence. Location managers should keep all physician documentation in the employee's medical folder along with a signed memo to the file that the leave has been approved. Employees must submit a return to work statement for a full release before being allowed to return. Leaves of absence, with appropriate documentation, will be granted for reasons referenced by the FMLA. Medical leaves will not exceed six months. Employees will be terminated if the leave exceeds the six month period; employees should be notified by mail if terminated. Routes will be held for a maximum of 30 calendar days; after 30 days the employee's route will be reassigned or bid per local practice. Seniority will continue to accumulate during the leave period.

**Personal Leaves of Absence:** Unpaid, personal leaves of absence may be granted to part-time employees after 90 days of employment. All reasonable requests will be considered and are subject to management approval. Leaves may be granted for up to thirty (30) calendar days with a thirty (30) day extension if approved. A personal

leave of absence is purely at management's discretion and may be granted for up to thirty calendar days. A leave for personal reasons is defined as a personal absence longer than five consecutive working days. When considering approval of a personal leave request, the employee's record and the circumstances surrounding the leave should be carefully considered. No leave should be approved for an employee to work another job or volunteer in another capacity. Personal leaves are for significant personal emergencies such as serious illnesses of a relative, loss of residence or other catastrophic events. An employee should submit a written request for a personal leave outlining the reasons and the time needed. Routes will be held for a maximum of thirty calendar days. Seniority will continue to accumulate during the leave period. A profile form should be submitted to payroll for all such leaves. Employees may be terminated if the personal leave extends beyond the approved period.

**Leaves Beyond Thirty Days:** For any leave lasting longer than thirty calendar days, the employee will be required to submit to a drug screen. When returning from medical leaves, the Company may require a physical with the cost paid by the Company.

### **ARTICLE 39. HOURS OF WORK AND OVERTIME**

Hours of work and overtime shall be negotiated at the local level. Employees shall be paid for all time spent in the service of the Employer as directed by the Employer.

### **ARTICLE 40. EXAMINATIONS**

When directed by the Employer, all examinations shall be paid for by the Employer. In the event that an employee is removed from work to take such examination and is later determined to be fit for work, the employee will be made whole by the Employer.

If a dispute develops between the Employer and the Union as to whether the employee is qualified to work, the employee may choose a DOT certified physician for a second opinion, but the employee pays the full cost for the exam. If the employee elects the second opinion and it is in conflict with the first examination by the company selected physician, then the Union and the Company will mutually decide on a third DOT certified physician. The Company will pay for the third exam. The third exam will be deciding opinion accepted by all parties.

Whenever there is an issue regarding any employee's physical well-being and a doctor needs to be used to

evaluate him for any reason, the Union will be notified prior to any employee being forced to see a doctor. The Employer also agrees to provide *Weingarten* rights and access to a steward to any employee in conforming to this Article if the employee requests such.

### **ARTICLE 41. BACKGROUND CHECKS**

The Company 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. An employee who is returning for work after an absence and is ready, willing and able to work shall not sustain an economic loss due to any delay as a result of completing the background check. Employees will comply with reasonable background check procedures.

### **ARTICLE 42. NO STRIKE/NO LOCKOUT**

As a corollary to the local dispute resolution procedures 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, over any matter that can be resolved through the contractual grievance procedures during the life of this Agreement. Subject to Article 2, this provision applies only during the time period during which both this National Agreement and the applicable local rider/supplement are simultaneously in full force and effect.

In addition, for the life of the ICA portion of this agreement (Articles 1 through 48) no nationwide strikes, walkouts, sit-downs, slowdowns or other concerted refusals to work shall be authorized.

### **ARTICLE 43. DIRECT DEPOSIT**

All employees shall use direct deposit or paycards. In the event that a pay day falls on a Federal holiday, checks will be distributed on the previous workday.

### **ARTICLE 44. MISCELLANEOUS BENEFIT PROVISIONS**

**Overnight Lodging:** The Employer shall provide clean and safe overnight lodging and reasonable transportation for after-hours use while employees are assigned to locations other than their home location. Absent agreement, drivers shall not be required to chaperone passengers outside the bus. Drivers shall not be compelled to share a hotel room. The Employer shall make lodging and transportation arrangements in advance.

**Qualification Expenses:** The Company agrees to pay for required criminal and driver record checks.

**Expenses:** No employee shall be required to front any lodging, fuel, or repair expenses. The Employer shall reimburse all drivers for telephone calls and expenses incurred having a direct relation to operations. Expense reimbursement shall be paid no later than the next pay period following the submission of receipts.

**Pay Checks:** Any payroll discrepancy of \$30 or more, not due to the fault of the employee and promptly brought to the attention of management shall be corrected within 48 hours by check. Payroll discrepancy of less than \$30 will be corrected in the following week's paycheck.

**Retirement:** Employees shall be entitled to participate in the Company's 401k savings/retirement plan. The plan includes a \$.50 company match for every \$1.00 of employee contribution, up to a maximum of 6% of the employee's annual earnings. The plan contains a three-year vesting schedule. Nothing herein shall change, amend, delete, or modify the terms of locally negotiated 401k contract language. All terms and conditions of the plan documents will apply and shall control, and if in conflict, supersede this language

Effective August 1, 2023, non-probationary employees shall be able to participate in the Teamsters National 401k Plan. Employees enjoying a greater benefit by participating in the Company 401k with match shall continue until the Teamster plan is superior, and then the Company shall no longer provide matching contributions to the Company's 401k plan. Participation in the Plan shall be in accordance with the eligibility conditions and restrictions of the Plan. The Company shall make non-elective contributions for enrolled employees according to the following schedule:

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

\*Per hour is defined as hours paid for home-to-school routes (including Kindergarten, Mid-days, and Late Runs), training (as trainer or trainee), summer school, charters, activities, shuttles, meetings, and miscellaneous work (including fueling, oil checks, and bus washing). Hours will be rounded to the closest hour.

Company non-elective contributions shall start on the step above based on August 1 of the applicable new

revenue agreement, as applied in the applicable Local supplement.

IBT Represented Locations	Rev. Contract Exp Date	401k Effective
Alton (LU525)	2023	2023/24
Batavia (LU777)	2023	2023/24
Charleston (LU26)	2023	2023/24
Kankakee (LU179)	2023	2023/24
Topeka (LU696)	2023	2023/24
Waukegan (LU777)	2023	2023/24
Bloomington (LU26)	2024	2024/25
Carol Stream (LU777)	2024	2024/25
Coal City (LU179)	2024	2024/25
Heyworth (LU26)	2024	2024/25
Waterloo (LU50)	2024	2024/25
Wilmington (LU179)	2024	2024/25
Iowa City (LU238)	2025	2025/26
Lewisville (LU745)	2025	2025/26

Company non-elective contributions shall be made on a calendar quarterly basis, in accordance with plan requirements, for non-probationary employees.

Employee election deferral contributions shall be allowed for bonuses, on a pre-tax basis.

#### ARTICLE 45. 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 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 to members of the bargaining unit. The committee shall meet quarterly. The parties are committed to finding alternative ways of providing affordable health care to all members of the bargaining unit. The committee membership shall be three (3) representatives from each party appointed by the specific party.

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

#### ARTICLE 47. 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.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitation of time for such written notice. It is the intent of this agreement that the parties arrive at substitute language that effectuates to the extent legally possible, the original intent of the invalid provision(s). If the parties are unable to arrive at mutually agreeable substitute language, the matter shall be referred to a neutral arbitrator who shall resolve the dispute.

#### **ARTICLE 48. DISPUTE RESOLUTION**

Any dispute arising between the parties regarding the provisions of this Agreement shall be resolved pursuant to the Joint Area Grievance Committee (JAC) in Appendix B.

#### **ARTICLE 49. TECHNOLOGY**

Technology, including, but not limited to, video, audio, equipment KPI monitoring, parent notification, student management, telematics, and GPS, including but not limited to any successor technology, is being used and implemented by providers and required by Agencies, Clients, School Districts, and others to ensure the safe, reliable transportation of students. The parties recognize the importance of technology in the school bus transportation business and accept the growing use of technology. The parties further recognize that technology plays an important part in many investigations related to safety, quality of service, student behavior and management, accidents, incidents, and employee policy adherence. The parties acknowledge that while technology plays an important function in the safe transportation of students, it is not to be used inconsistently with its intended purpose of improving safety and quality of service, which is not solely to discipline employees.

The Company shall provide the Union with at least thirty (30) days' advanced notice prior to implementing a meaningful change in the use of technology. The Local

Union shall have a right to view audio and/or video data used as part of an investigation.

#### **ARTICLE 50. TERMINATION**

This Agreement shall take effect on and be retroactive from the first day of October 2022, and shall remain in full force and effect until September 30, 2027, 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 the expiration of this Agreement of a desire to change, amend, or terminate this Agreement. Subject to Article 2, Scope of Agreement, Section 1 of this Agreement, Locally negotiated supplements, agreements, riders, and addenda that have an earlier expiration date shall operate as a full economic reopener upon expiration and the parties shall retain their ability to use their economic weapons in support of their bargaining positions.

#### **APPENDIX A**

##### **TEAMSTERS LOCATIONS:**

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
Topeka, Kansas	Local #696
Waterloo, Illinois	Local #50
Waukegan, Illinois	Local #777
Wilmington, Illinois	Local #179

#### **APPENDIX B**

##### **JOINT AREA GRIEVANCE REVIEW COMMITTEE**

The following sets forth the operation of the Joint Area Grievance Panel:

Local Unions shall utilize the Panel for grievances arising from this Agreement.

Each party shall be entitled to two (2) representatives of their choosing to sit as panel members. A representative is not eligible to sit on the panel if they have any

involvement in the case. Panel members may be chosen from either:

- a. One (1) of the Company locations/Union locals party to this Contract, but not part of the grievance; or
- b. If the opposing party agrees, from another location or Union local.

The parties will then alternate choosing the location, with the Union choosing first, then the Company, then the Union, then the Company, etc. The party choosing the location is responsible for the costs of the location, if any shall apply. The location shall generally be either at a Union Hall, Company facility on a non-operating day, or neutral location at no cost to either party.

Upon ratification of this Agreement, each party will designate in writing, a permanent Chairperson to serve until a replacement is designated, in writing. The party that did not choose the location shall have its designated Chairperson serve. (i.e. Union location, Company chair). The selected Chairperson shall be a non-voting position.

Either party is responsible for choosing an advocate to present its case. The party with the burden shall proceed first. In discharge or suspension cases, the Company shall have the burden. In Contract interpretation cases, the Union shall have the burden.

**For the Teamsters:**

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Matthew Taibi, IBT Passenger Transportation Director

Additional Committee members:

Kim Quick, IBT Passenger Transportation Representative

Greg Glimco, LU 777

Scott Bublitz, LU 777

Anthony Seminary, LU 179

Pat Gleason, LU 26

Kevin Englelke, LU 525

Jason Ashmore, LU 50

Matthew Hall, LU 696

After presentation of each side, each party will be permitted a reasonable amount of time for rebuttal. After rebuttal, each party is entitled to a short oral summation of its position.

After summation, the panel members shall recess to discuss all cases presented and make its decision. The Chairperson will draft a brief decision, detailing the vote count (not who voted for which position), a summary of the facts, the panel's decision, and any applicable remedy. The decision of the panel and remedies are limited to the strict terms of the contract, the same as in arbitration. If the matter is deadlocked, the decision will only state "The matter is deadlocked."

A decision by the panel will be final and binding upon all parties. In situations where the JAC deadlocks, such dispute may be submitted by either party to a mutually agreeable neutral arbitrator for final and binding resolution.

Upon ratification of this Agreement, the parties will agree on a brief set of rules for the panels.

**For Illinois Central School Bus:**

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Keith Lane, Vice President of Human Resources

Additional Committee members:

Tim Stieber



Carlos Mendez, LU 745

Natalie Quezada, IBT Passenger Transportation

Gabriel Dumont, Legal Counsel