

**AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION  
NORTH GREENE UNIT DISTRICT NO. 3**

**AND**

**TEAMSTERS LOCAL UNION 916  
(Bus Drivers and Bus Aides)**

**2009-2012**

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**ARTICLE I  
RECOGNITION**

**1.1 Recognition**

The Board of Education of North Greene Unit District No. 3 Greene County, Illinois, hereinafter referred to as the “Board,” hereby recognizes the Teamsters Local Union 916, hereinafter referred to as the “Union,” as the sole and exclusive negotiating agent for all regularly employed bus drivers (morning or evening run, totaling not less than eight hours per week) and bus driver aides, excluding the head mechanic, Transportation Director, supervisors, managerial and confidential employees and other classes of employees excluded by the Illinois Educational Labor Relations Act.

**ARTICLE II  
EMPLOYEE AND UNION RIGHTS**

**2.1 Right to Join**

The Board of Education and the Union recognize that each staff member has the right to join or not to join any organization for the member’s professional or economic improvement, and membership in any organization shall not be required as a condition of employment.

**2.2 Representation**

When a member of the bargaining unit is required to appear before the Board of Education concerning any matter which could adversely affect that member’s position, employment or salary, the staff member shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a personal representative at said meeting.

**2.3 Personnel File**

Members of the bargaining unit shall have the right, upon request and at a time mutually convenient to the parties, to review the contents of their own personnel file as maintained by the District Office. Privileged information, such as letters of reference, shall be specifically exempted from such a review. A staff member may write a response to any material contained in his or her personnel file and this response will also be placed in the member’s personnel file.

**2.4 Seniority List**

The District shall provide the Union with the official seniority list for the employees by February 1 of each year. The employees will be given a copy and afforded the opportunity to notify the District of any mistakes in his/her placement on the list by not later than March 1 of each year. The seniority list shall be based on the first day of employment as a regular bus driver or aide in the District. The list shall include the date of employment. If the

employee's employment ceases with the District at any time, he/she will be taken off the seniority list. If the employee returns to the District at a later date, he/she will be placed at the bottom of the seniority list and assume the date of last employment.

## **2.5 Fair Share**

- A. All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the terms of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.
- B. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with state law and Labor Board rules.
- C. The Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted, their work locations and available space to post a notice concerning fair share.
- D. The Union shall cause to be posted a notice concerning the fair share fee information required or permitted by the Labor Relations Act and Board rules.
- E. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.
- F. Upon receipt of formal notice of an objection or unfair labor practice charge to the Labor Board, the Union and the Board, hereby agree to comply with Labor Board rules. The Board shall forward the objector's fee or portion of the objector's fees being contested to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the Union and the objector(s).
- G. The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

- H. If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

### **ARTICLE III GRIEVANCE PROCEDURE**

#### **3.1 Definitions**

A grievance shall be defined as a claim by an employee that there has been an alleged violation of the term of this Agreement.

- A. The term “days” as used herein shall mean days in which school is in session, except that between the end of the school year and the beginning of the next school year, “days” shall mean calendar days, excluding Saturdays, Sundays, and July 4<sup>th</sup>.
- B. Nothing contained herein shall be construed as a limitation upon the right of individual bus drivers/bus driver aides or a group of bus drivers/bus driver aides to present grievances to their employer and have them adjusted without intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the right to provide a response prior to final adjustment of the grievance.
- C. If an employee does not file a grievance in writing with his or her supervisor within fourteen (14) days of the alleged occurrence of the event giving rise to the grievance, or within fourteen (14) days of the time the grievant should have known of such event, then the grievance shall be deemed waived and time barred.
- D. The Board (administration) may raise the time bar as a defense at any step of the grievance procedure.

#### **3.2 Procedure**

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If however, such informal processes fail to satisfy the employee, a formal grievance must be processed as follows:

##### **Step A**

The grievant shall present the grievance in writing to his or her immediate supervisor within fourteen (14) days of the occurrence of the event giving rise to the grievance, or within fourteen (14) days of the time the grievant should have known of such event. The supervisor

shall provide a written answer to the grievance within ten (10) days of the receipt of the grievance.

### **Step B**

If the grievance is not resolved at Step A, the grievant may refer the grievance to the Superintendent or official designee within ten (10) days after the receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response.

### **Step C**

If the Union and grievant are not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the Superintendent's written reply, the grievant may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings.

1. The arbitrator may interpret this Agreement and apply it to the particular case submitted to him; but he shall, however, have no authority to add to, subtract from, or in any way modify the terms of this Agreement; nor shall he have any authority to formulate or add any policies, practices or rules, except as they involve an application of this Agreement; nor shall he have any authority to formulate or add any new policies or rules; nor substitute his discretion for the Board's discretion in cases where the Board is given discretion by this Agreement.
2. Each party shall bear the full costs for its representation in the grievance procedure.
3. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union
4. Each party shall share equally the cost of the arbitrator and the AAA.

## **3.3 General Procedure**

- A. Failure of an employee or Union to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual consent.
- B. Any investigation, handling, or processing of any grievance shall occur at times designated by the Superintendent not to interfere with work activities and District operations.

- C. Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B if mutually agreed upon by the employee and the Superintendent.
- D. If a grievance involves a class of employees, the Union may initially file the grievance at Step B.
- E. Employees shall have the right to be represented by a Union representative, if one is requested, at Step A through C of Article 4.2.
- F. With the Superintendent's approval, the grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meetings specified in Article 4.2 A-C. The employer will attempt to schedule such meetings whenever possible so as not to interfere with the employee's work.
- G. A grievance may be withdrawn at any level without establishing precedent.

#### **ARTICLE IV DISCIPLINARY ACTION**

##### **4.1 Discipline**

No employee covered by this Agreement shall be subject to suspension or discharge or disciplinary action, resulting in dismissal or loss of pay due to suspension without the following:

- A. Written statement of the reasons or reason.
- B. Right of Union representative at any conference to discuss the written statement of the reasons.

#### **ARTICLE V FILLING OF VACANCIES**

##### **5.1 Layoff Procedures**

###### **A. Reduction in Force**

If an employee is removed or dismissed as a result of a decision of the Board to decrease the number of employees or to discontinue some particular type of service, written notification shall be given the employee as provided in School Code section 10-23.5 (105 ILCS 5/10-23.5). The employee with the shorter length of continuing service with the District shall be dismissed first. The right to bump in the event of a layoff shall be pursuant to statute.

**B. Payment of Salary**

When an employee is dismissed by the Board as a result of a decrease in the number of employees or the discontinuance of the employee's job, the employee (if he/she requests) shall be paid all earned compensation on or before the third business day following his or her last day of employment. Insurance benefits shall continue until September 1 for honorably dismissed employees dismissed at the end of a school year who have been employed for the entirety of the previous nine month school term prior to their layoff.

**C. Recall**

If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions becoming available shall be tendered to the employees so honorably removed or dismissed from that category of position so far as they are legally qualified to hold such position.

**D. Waiver of Recall Rights**

Failure of the employee to respond within fifteen (15) calendar days after the mailing of the Board's letter of recall sent by certified mail to the employee's address on file with the Board recalling such employee will result in the termination of the employee's right of recall to any subsequent vacant position. It shall be the responsibility of the employees to inform the Superintendent of any change in home address.

**ARTICLE VI  
BENEFITS**

**6.1 Health Insurance**

Insurance remains as is for the time being, but insurance is tied to changes in the teacher contract. If insurance benefits, Board contribution or any other aspect of the teacher insurance program changes, such changes shall automatically occur in this Contract, effective whenever such changes become effective in the teacher contract.

**ARTICLE VII  
LEAVES**

**7.1 Sick Leave**

Employees will be allowed a maximum of twelve (12) working days each year at full pay for sick leave. A doctor's certificate verifying the cause of the absence may be required. Sick leave may be used for personal illness including serious illness or death in the immediate

family or household. For the purposes of this section, immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sister-in-law, and legal guardians.

Full-time, regularly employed bus drivers and bus driver aides assigned to a regular or special education route, shall accumulate to a maximum of one hundred ninety-two (192) days.

## **7.2 Bereavement Leave**

Employees may use up to three (3) pro-rata days per incident, for leave connected with the death of a member in the immediate family. Employees may use up to one (1) day per incident for leave connected with the death of grandparents-in-law, aunts, uncles and first cousins.

## **7.3 Emergency Personal Leave**

A maximum of two (2) days (non accumulative) personal days shall be allowed upon the prior written approval of the superintendent. Request for such leave shall be submitted in writing to the supervisor at least twenty-four (24) hours in advance of the proposed leave unless the Superintendent determines that an emergency has occurred, in which case the Superintendent shall be allowed to waive the twenty-four (24) hour written request. No such day shall be approved where a substitute cannot be found. At the end of the year, all unused personal leave days shall be accumulated as sick leave. Personal leave shall not be used for recreational purposes, for example, hunting, athletic games and vacations

## **7.4 Jury Leave**

There shall be no loss of salary because of jury duty or because a unit member, pursuant to subpoena issued by the clerk of a court and served upon such unit member attends as a witness upon trial of a school related matter or to have his or her deposition taken in any school related matter pending in court, except that the Board may make a deduction equal to the amount received for such jury duty or for per diem fees which the member of the unit is entitled to receive for complying with such subpoena.

# **ARTICLE VIII MEDICAL TESTS**

## **8.1 Drug Testing**

The District will pay the cost of school bus driver drug tests required by law when obtained at a District designated facility.

**8.2 Physical Exams/CDL**

The District shall pay cost of a physical exam and CDL or One Hundred Sixty-Six and 00/100 Dollars (\$166.00) whichever is less, for a newly employed bus driver (one time only).

**ARTICLE IX  
EFFECT OF AGREEMENT**

**9.1 No Strike - No Lockout**

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slow down, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the employer. During the term of this Agreement, neither the employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

- A. The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 3.1 to return to work.
- B. The employer may discharge or discipline any employee who violates Section 9.1 and any employee who fails to carry out his responsibilities under Section 9.1A and the Union will not resort to the grievance procedure on such employee's behalf.
- C. Nothing contained herein shall preclude the employer from obtaining judicial restraint and damages in the event of a violation of this Article.

**9.2 Savings Clause**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event a law is enacted that is in conflict with any article, section or clause of this Agreement, said article, section, clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

**9.3 Individual Negotiations**

The Board of Education shall not negotiate individually with any employee covered by this Agreement as to their wages, hours, terms and conditions of employment.



<b>Bus Drivers Years of Experience</b>	<b>2009-2010 Annual</b>	<b>2009- 2010 Hourly</b>	<b>2010-2011 Annual</b>	<b>2010- 2011 Hourly</b>	<b>2011-2012 Annual</b>	<b>2011- 2012 Hourly</b>
0-4 Years	\$13,038.08	\$37.04	\$13,460.48	\$38.24	\$13,896.96	\$39.48
5-9 Years	\$13,273.92	\$37.71	\$13,703.36	\$38.93	\$14,150.40	\$40.20
10-14 Years	\$13,886.64	\$39.45	\$14,336.96	\$40.73	\$14,805.12	\$42.06
15+ Years	\$14,136.32	\$40.16	\$14,597.44	\$41.47	\$15,072.64	\$42.82

Based on Two (2) Runs per Day - 176 Days per Term (2 x 176 = 352 Runs/Year)  
 Out-of-District Run = \$ Reg. Route + \$15.52 = Per Trip Cost

	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>
Extra-Curricular	\$8.00/Hour	\$8.25/Hour*	\$8.25/Hour*
Mini Run	\$18.30	\$18.30	\$18.30
JH/HS Shuttle	\$5.32/Day	\$5.32/Day	\$5.32/Day
Noon Shuttle	\$15.00/Hr.	\$15.00/Hr.	\$15.00/Hr.
AM Shuttle	\$7.50/Day	\$7.50/Day	\$7.50/Day
PM Shuttle	\$7.50/Day	\$7.50/Day	\$7.50/Day

\*Rate determined by state minimum wage law.

Extra-Curricular: Includes Wait Time and Drivers are not Docked  
 For Regular Route while on Extra-Curricular Trip

Mini Run: Per Trip (Anything 2 Hours or Under)

Noon Shuttle, AM Shuttle, P.M. Shuttle: Pre-Kindergarten/Kindergarten/Early Childhood

<b>Spec Ed Aide Years of Experience</b>	<b>2009-2010 Annual</b>	<b>2009- 2010 Hourly</b>	<b>2010-2011 Annual</b>	<b>2010- 2011 Hourly</b>	<b>2011-2012 Annual</b>	<b>2011- 2012 Hourly</b>
0-4 Years	\$ 9,222.40	\$26.20	\$ 9,525.12	\$27.06	\$ 9,834.88	\$27.94
5-9 Years	\$ 9,430.08	\$26.79	\$ 9,736.32	\$27.66	\$10,053.12	\$28.56
10-14 Years	\$ 9,641.28	\$27.39	\$ 9,954.56	\$28.28	\$10,278.40	\$29.20
15+ Years	\$ 9,848.96	\$27.98	\$10,169.28	\$28.89	\$10,496.64	\$29.82