

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding is made and entered into by and between the District U-46 Transportation ("DUTU") and the Board of Education of School District U-46 ("Board") and sometimes referred to collectively as the Parties:

WHEREAS, the Board and DUTU negotiated an Agreement effective July 1, 2016 through June 30, 2020 that was ratified by DUTU on May 20, 2017 and by the Board on June 5, 2017; and

WHEREAS, the Parties in the process of negotiating a successor agreement, but a final tentative agreement has not been reached; and

WHEREAS, due to the global pandemic of COVID-19 coronavirus, all or part of the 2020-2021 school year will be either distance learning, hybrid learning or in-person learning, and transportation of students is in flux; and

WHEREAS, the Parties have a mutual interest in retaining employees and providing transportation to students within ISBE and CDC guidelines;

NOW THEREFORE, IT IS HEREBY AGREED by DUTU and the Board as follows:

1. All 10-month professional school bus drivers and assistants who take work will be paid seven (7) hours or clock time, whichever is greater.
2. All 10-month professional school bus drivers and assistants who do not get work and who's average look-back hours as of May 2020 was seven (7) hours or greater will be paid 7 hours.
3. All 10-month professional school bus drivers and assistants who do not get work and who's average look-back hours as of May 2020 was less than seven (7) hours will be paid look-back hours of May 2020.

4. Until the seniority lists are exhausted, employees can pass on available work and still be paid pursuant to numbers 1, 2 and 3 above.
5. Employees who choose work in the first fall pick will need to keep that work unless and until work that would provide more hours is posted to all employees to bid upon and will be awarded based on seniority.
6. As work that is 7 hours or less becomes available during the first quarter of the 2020-2021 school year, robo calls will be made to employees who haven't previously been awarded work, to bid upon and will be awarded based on seniority. This work will also be paid pursuant to numbers 1, 2 and 3 above.
7. To better allow for social distancing, the first fall pick will have a group of the largest small buses for drivers to pick from based on seniority.
8. If there is still available work after the seniority lists are exhausted, management will assign the work to the least senior driver/assistant. If bus driver or assistant is assigned/forced a route and declines he/she will be required to use available sick time or begin an unpaid leave of absence through Human Resources.
9. The Escort Drivers/Custodial employees who take work will be paid 7 hours or clock time, whichever is greater, beginning August 18, 2020.
10. This Memorandum of Understanding is non-precedential and will sunset on December 31, 2020 or when the hybrid learning model is implemented, whichever is later, and more work is available for drivers/assistants to

choose from with another full pick day as normally happens in the fall pursuant to the agreement between the parties.

11. The parties agree that this MOU may need to be re-negotiated before it's expiration if circumstances related to Covid-19 coronavirus change.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

SCHOOL DISTRICT U-46

DISTRICT U-46 TRANSPORTATION UNION

DocuSigned by:
By: *Jeff King*
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Dr. Jeff King
Chief Operations Officer

DocuSigned by:
By: *Heather Weiss*
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Heather Weiss
President

Date: 8/11/2020

Date: 8/7/2020