

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
LOCAL 3716 PEORIA DISTRICT NO. 150
TRANSPORTATION DEPARTMENT EMPLOYEES
AND
THE BOARD OF EDUCATION OF THE CITY OF PEORIA
SCHOOL DISTRICT 150
JULY 1, 2023 - JUNE 30, 2026

BOARD OF EDUCATION

Dr. Anni Reinking, Vice President	Mike Murphy, President	M. Lynne Costic
Paris McConnell		Martha Ross
Chase Klaus		Dr. Gregory Wilson

ADMINISTRATION

Dr. Sharon Desmoulin-Kherat Superintendent

BARGAINING TEAMS

<u>For the Board of Education</u> Dr. Alexander Ikejiaku <i>Associate Superintendent for Human Resources Spokesperson</i>	<u>For the Union</u> Nick Richards AFSCME Council 31 <i>Spokesperson</i>
Joshua Collins <i>Director, Transportation Department</i>	Tim Sullivan <i>President, AFSCME Local 3716</i>
Geri Hammer <i>Director of Employee Services</i>	George Sheffield <i>Vice-President, Local 3716</i>
Mick Willis <i>Chief Financial Officer</i>	Randall Shaw <i>Treasurer-Secretary, Local 3716</i>
Jasah Dwyer <i>Comptroller</i>	Becky Morrow <i>Secretary, Local 3716</i>
	Lynnette Lee <i>Executive Board, Local 3716</i>
	Latrese Howard <i>Executive Board, Local 3716</i>
	Regina Ziegler-Murray <i>Executive Board, Local 3716</i>
	Mark Hemmele <i>Negotiating Committee</i>
	Shatilya Rutherford <i>Negotiating Committee</i>
	James Banks <i>Negotiating Committee</i>

Table of Contents

PREAMBLE	4
ARTICLE 1	4
RECOGNITION AND PURPOSE	4
ARTICLE 2	5
WAGES	5
ARTICLE 3	5
NON-DISCRIMINATION	5
ARTICLE 4	5
UNION SECURITY	5
ARTICLE 5	7
GRIEVANCE PROCEDURE	7
ARTICLE 6	10
UNION RIGHTS	10
ARTICLE 7	11
SENIORITY /PROMOTIONS/TRANSFERS/LAYOFFS	11
ARTICLE 8	14
DISCIPLINE	14
ARTICLE 9	16
JOINING OR NOT JOINING ANY LAWFUL ORGANIZATIONS	16
ARTICLE 10	16
JURY DUTY	16
ARTICLE 11	16
RETIREMENT COMPENSATION	16
ARTICLE 12	17
OVERTIME/CALL TIME	17
ARTICLE 13	17
COMMITTEES	17
ARTICLE 14	18
COMPLIANCE WITH LAW	18
ARTICLE 15	18
SAFETY I LICENSES	18

ARTICLE 16.....	20
FIELD TRIPS	20
ARTICLE 17.....	23
LEAVES OF ABSENCE	23
ARTICLE 18.....	27
I.M.R.F./WORKERS' COMPENSATION	27
ARTICLE 19.....	27
AUTHORITY OF THE AGREEMENT	27
ARTICLE 20.....	27
ELECTRONIC COMMUNICATION	27
ARTICLE 21.....	27
INSURANCE	27
ARTICLE 22.....	29
ADVANCED STUDY/WORKSHOPS/CONFERENCES	29
ARTICLE 23.....	29
TERMINATION PROVISION	29
ARTICLE 24.....	30
PHYSICAL FITNESS	30
APPENDIX A	32
SALARIES AND REGULATIONS FOR TRANSPORTATION EMPLOYEES	32
APPENDIX B	34
DRUG AND ALCOHOL POLICY	34
APPENDIX C	40
IDENTIFICATION OF COACH/DIRECTOR/SPONSOR POSITIONS	40

PREAMBLE

This Agreement entered into by the Board of Education of the Peoria School District No. 150, Peoria, Illinois, hereinafter referred to as the "Board", and the American Federation of State, County and Municipal Employees, Council 31 for and on behalf of Local 3716, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 **RECOGNITION AND PURPOSE**

1.1 Recognition

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all regular long-term bus drivers, monitors and drivers.

1.2 Purpose

The Union pledges the support and *efforts* of its membership toward the fundamental purpose of operating the Board's operations in a safe, fair and dependable manner. The Board will operate the Transportation Department in a safe, fair, and dependable manner.

1.3 Union Exclusively

The Board shall not meet, discuss, confer, subsidize, or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and working conditions. Nor shall the Board negotiate with employees over their hours, wages, and working conditions, except as provided herein.

1.4 New Classifications

The Board shall promptly notify the Union of its decision to propose any and all new classifications. If the proposed classification has no substantial change in duties, the new classification shall automatically become a part of this Agreement.

1.5 Integrity of the Unit

The Board recognizes the integrity of the bargaining unit and will not take any action directed at eroding it. No AFSCME represented position shall be eliminated, hours reduced, or otherwise reduced in pay as a result of any welfare to work initiatives. Duties normally performed by AFSCME represented employees shall not be assigned to welfare recipients or welfare to work participants or any public, private, charitable or other organization using the services of welfare recipients and/or welfare to work participants, nor shall AFSCME represented employees in any way be displaced or replaced by such individuals.

The parties recognize that the purpose of welfare to work programs is to enable participants to successfully enter the work force and that the use of welfare to work participants shall be in accordance with this Agreement.

1.6 Notice of Work Performed

The board agrees to give the union access to view the daily planning sheet. A list of the routes that require a monitor will be provided to the union prior to the first day of school (Excluding balance calendar schools) and when the need becomes known. The board will provide an electronic copy of the "pull-out" upon request.

ARTICLE 2 WAGES

2.1 General

The wages for bargaining unit employees are set out in Appendix A to this agreement. SEE APPENDIX A FOR RATE CHANGES.

2.2 Same Pay for Same Work

Employees who are assigned "extra work" or as "substitutes " shall be paid the higher of their hourly rate or the entry-level rate for the work performed, except as otherwise provided in this Agreement.

ARTICLE 3 NON-DISCRIMINATION

3.1 General

Neither the Board nor the Union shall discriminate, interfere, restrain or coerce any employee because of union membership or union activity or because of a lack thereof. Neither of the parties hereto shall discriminate against any employee on account of race, color, religion, national origin, sex, age, marital or parental status, physical and/or mental handicap, political affiliation or belief. A grievance related to this Article may proceed to arbitration if the grievant (and the employee, if the grievant is not the employee) waives his/her right to litigate the same issues in a different forum.

3.2 Restrooms

All district employees shall be granted access to bathrooms, at any and all schools within the District and in the same manner as all other District employees who are not assigned to that particular building. All employees will display their badge at all times during their shift and/or while on district property.

ARTICLE 4 UNION SECURITY

4.1 Dues Deduction

The Employer shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees, Union sponsored benefit programs and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions.

Request for any of the above deductions shall be made on form(s) supplied by the Union. Deductions shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law. The aggregate deductions of all Employees and a list of their names and the last four (4) digits of employees' social security numbers shall be remitted semimonthly to the Union at the address/electronic mail designated in writing to the Employer by the Union. The list shall be provided by electronic mail in a format compatible with Microsoft Excel. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

The Employer shall honor employees' individually authorized deductions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deduction.

The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented employees and shall give the Employer timely notice of any changes in such authorizations, with the understanding that the Employer will promptly execute said changes in payroll deductions. The Employer will not cease voluntary deductions from a member unless required to do so by law, or so directed by an arbitrator, a court of competent jurisdiction, or upon request of the Union.

All inquiries about union membership shall be referred to the Union. If any bargaining unit member requests a change in membership/dues status, the bargaining unit employee will be directed to the Union. The Union may communicate information about the Janus v. AFSCME case to bargaining unit members.

4.2 Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

4.3 Availability of Cards

The Employer shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

4.4 Information Provided to Union

Each month, the District shall furnish Council 31 and the Local Union President with a seniority roster of all bargaining unit employees including job titles, department, job status and home address. The information shall be provided by electronic mail in a format compatible with Microsoft Excel.

4.5 Information Provided to Employer

On or before January 1st of each year, the Union shall furnish the Employer with names and addresses for all Union Representatives and Union Stewards.

4.6 Union Orientations

Each newly hired bargaining unit Employee shall, during the Employee's first or second day of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be thirty (30) minutes and shall take place during the Employee's regular working hours.

4.7 Employee

The Employers will not supply information in response to third party Freedom of Information Act ("FOIA") requests, or similar such requests, that is "private information" exempt from required disclosure under FOIA.

4.8 Third Party Notification

The Employers commit to notify the Union of any such third-party requests for information within twenty-four (24) hours of receiving such requests. The Employers will prohibit the use of its email system by outside entities for the purpose of discouraging union membership.

ARTICLE 5 **GRIEVANCE PROCEDURE**

5.1 Definitions and Rules

- A. Definition: A grievance is any difference arising between District #150 and the Union or any member of the bargaining unit with respect to the interpretation or application of this Agreement. All grievances shall be in writing and state the nature of the alleged grievance, shall include the specific clause(s) of the agreement allegedly violated and shall state the remedy requested.
- B. The parties hereto acknowledge that it is usually most desirable for the employee and his/her immediate supervisor or designee to meet and resolve problems through free and informal communications. However, this informal process shall not alter the timelines for filing or processing a grievance outlined below.
- C. Days, as used in Article 5, shall be defined as workdays, except during summer vacation, when days shall consist of the days during which the District office is open.
- D. All grievance time limits shall be followed, except by written mutual agreement between parties involved. Illness or other incapacity of the member shall be grounds for extension of the grievance time limits.
- E. The failure of the aggrieved person to act within the prescribed time limits will act as a bar to any further appeal. If no decision has been rendered within the time indicated within a step, then the grievance shall be processed to the next step.
- F. At any level before step 4 of this procedure, every member of the bargaining unit covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing

contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual member of the bargaining unit, should he/she so elect, from presenting a grievance and having it adjusted without representation of the Union, although the Union shall have the right to be present to observe at all steps of the grievance procedure, and provided any such adjustment is consistent with the terms in this Agreement. The Union shall reserve all rights and control of the movement of a grievance from Step #3 to Step #4 of the Grievance Procedure.

5.2 Procedure

Step #1

Within ten (10) days of his/her knowledge of the occurrence of the alleged violation of this Agreement, the grievant and the union shall reduce the grievance to writing and present it to the Director of the Transportation Department. The Union shall be notified and given copies of all grievances which are filed by individual members prior to any discussion thereon. Within ten (10) days after such written grievance is filed, the aggrieved, the representative of the aggrieved as desired and the Director of the Transportation Department or designee shall meet to resolve the grievance. The Director of the Transportation Department or designee shall make a decision within ten (10) days of the first step grievance meeting and communicate the decision and the reasoning for it in writing to both the employee and the Union.

Step #2

If there is not a satisfactory resolution of the grievance at Step #1 or if the immediate Supervisor fails to respond within the specified time, the grievance shall be presented to the Director of Human Resources or designee. Such written grievance shall be submitted within ten (10) days of the Supervisor's reply at Step #1 or, in the absence of such reply, within ten (10) days of the date the reply was due. Within ten (10) days after such written grievance is filed, the aggrieved, the representative of the aggrieved as desired and the Director of Human Resources or designee shall meet to resolve the grievance. The Director of Human Resources or designee shall make a decision within ten (10) days of the first step grievance meeting and communicate the decision and the reasoning for it in writing to both the employee and the Union.

Step #3

If there is not a satisfactory resolution of the grievance at Step #2 or if the Director of the Transportation Department fails to respond within the specified time, the grievance shall be presented to the Superintendent or designee. Such written grievance shall be submitted within ten (10) days of the Director of Human Resources reply at Step #2 or, in the absence of such reply, within ten (10) days of the date the reply was due.

Within ten (10) days after such written grievance is appealed, the aggrieved, the representative of the aggrieved as desired, the Director of Human Resources or designee and the Superintendent or designee shall meet to resolve the grievance. The Superintendent or designee shall make a decision within ten (10) days of the third step grievance meeting and communicate the decision and the reason for it in writing to both the employee and the Union.

Step #4

Binding Arbitration: In the event that the grievance has not been satisfactorily resolved at Step #3 of the Grievance Procedure, upon request of the Union, the Superintendent or designee and the Union shall select the arbitrator from the Federal Mediation and Conciliation Service, in accordance with its rules.

The arbitrator shall have authority only to interpret and apply the provisions of this Agreement and only to the extent necessary to decide the submitted grievance and shall not have authority to add to, detract from, or in any way alter the provisions of this Agreement in accordance with the Arbitration Rules and Procedures of the *Illinois Uniform Arbitration Act (710 ILCS 5/1, et seq.)* The decision of the arbitrator shall be binding on the parties.

Expenses for the Arbitrator's services shall be borne equally by the Board and the Union. Each party shall bear the full cost for its representation during the arbitration proceedings.

Administration participation in the earlier levels of the grievance procedure shall not constitute a waiver of the defense that the dispute involves management prerogatives outside the scope of the Bargaining Agreement and therefore not subject to binding arbitration.

5.3 No Reprisals Clause

A member of the Union who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.

5.4 Hearings and Conferences

- A. Hearings, conferences, and binding arbitration under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons involved to attend, including witnesses entitled to be present, and will be held, insofar as possible, after regular working hours or during non-working time of personnel involved. When such hearings and conferences are held (at the option of the Board) during school hours, all of the Union members whose presence is required shall be excused, with pay, for that purpose.
- B. It is agreed that any investigation or other handling or processing of any grievance by the grievance member of the Union or union representative shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the members of the Union.

5.5 Aggrieved Person Representation

No member of the Union shall be required to discuss any grievance if he/she desires the presence of a representative and the representative is not present.

5.6 The First Step

The first step may be waived by agreement of the grievant and/or the Union and Director of Transportation.

5.7 Administration Cooperation

The Administration shall cooperate with the aggrieved person and his/her representative in any investigation of any formal grievance.

5.8 Filing of Materials

All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

5.9 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

5.10 Individual Negotiations

The Board will in no event negotiate individually with any employee, nor shall there be any bargaining agreement made other than this Agreement, unless same be made through duly authorized representatives of the Union.

**ARTICLE 6
UNION RIGHTS**

6.1 Union Bulletin Boards

The Board shall provide a bulletin board for exclusive use by the Union. The Union shall present the Director of Transportation with a copy of all materials to be placed on the bulletin board.

6.2 Agreement

The Employer will be responsible for the printing of sufficient copies (not less than 200 copies) of the Agreement, which copies shall be furnished to the Union for distribution to its membership.

6.3 Meetings

The Union shall be allowed to meet with members of the bargaining unit and distribute union literature prior to regular work hours, after regular work hours or at lunch time at the waiting room facility.

6.4 Access to Work Site

At mutually agreed times and dates, the local representative and AFSCME staff shall have reasonable access to the Board's premises for the purpose of the administration of this Agreement.

6.5 Work Rules

The Board reserves the right to establish reasonable work rules. Changes in work rules shall not become effective until the third day after posting, unless a later effective date is stated in the posting. The Union will be provided with a copy of new or revised work rules prior to posting. The Union reserves the right to grieve changes in the work rules that it determines to be unreasonable. A copy of the work rules shall be given to the employees upon first hire and annually thereafter at orientation.

6.6 Records

Payroll records showing hours of work will be provided to the Union on a bi-weekly basis.

6.7 Union Orientation

The Union shall be notified of new hires into the bargaining unit and be informed of the employee's hire date. Names of new bargaining unit employees shall be posted on the District's website within seven (7) days of the employee's hire date. The Union shall be allowed thirty (30) minutes to discuss Union issues with all new AFSCME bargaining unit employees, at a time designated by the Director of Transportation and his/her designee.

ARTICLE 7

SENIORITY /PROMOTIONS/TRANSFERS/LAYOFFS

7.1 Seniority

Seniority with the District shall begin on the first day of work with the District. Job seniority as a bus driver, or bus monitor shall begin on the first day of work in that job category; provided, however, District seniority will apply in determining placement on the Salary Schedule in the event that an employee voluntarily accepts a lower paying job. The District agrees to furnish a current list of bargaining unit employees along with their job classification and seniority date on a monthly basis.

7.2 Continuous Service

Continuous service for the purpose of District seniority shall begin with the first date of training with the District without a break in service. If two or more employees in the same job category are hired to begin work on the same day, their seniority, as to each other, will be determined by a random selection of playing cards, with the highest, Ace, playing card being given greatest seniority. For purposes of this section only, a bus driver is deemed to be hired on the day the applicant is issued his/her CDL and is lawfully able to perform the duties of a bus driver. Seniority as defined in this section shall prevail at all times as it relates to this Agreement.

7.3 Lay-offs -Reemployment

Seniority is the only factor in determining lay-offs and reemployment (2 years). When lay-offs occur, the least senior employees will be laid off first within their respective category (i.e., bus drivers and monitors), and the most senior employees will be recalled first within their respective category.

7.4 Probation

A probationary period of three (3) months' probation for new employees and eight (8) weeks for transfers, during which time the employee shall be evaluated in writing, shall be in effect for all transfers and/or promotions before "Job Seniority" becomes effective, but having satisfactorily completed the probationary period, seniority will be retroactive to the beginning date of employment of continuous service. If a transferred employee does not successfully complete the probationary period after the employee has been transferred and does not receive a satisfactory evaluation in writing, the employee shall be returned to his/her position or a position comparable to the one held prior to his/her transfer/promotion, but not necessarily a like position. The employee will resume his/her prior hourly rate of pay if returned to such a position.

7.5 Leave of Absence - Seniority

All seniority shall be computed on the basis of continuous service except that when an employee has been granted an official leave of absence, he/she shall retain his/her

seniority to that date. No seniority shall accrue during a leave of absence for more than six (6) months.

In the case of childbirth, an employee shall be entitled to a leave of absence for up to one (1) year for childrearing. There will be no loss of seniority [seniority will continue to accrue] during childrearing leave of absence so long as the employee returns within the one (1) year period.

7.6 Vacancy Information

The administration shall post vacancies on the District's website and a shortcut icon to the list of vacancies will be created on each computer located in the transportation employee break room. Additionally, directions on how to access employment information on the District's website (i.e., payroll information, etc.) will be readily accessible on each computer located in the transportation employee break room.

7.7 Transfer in Writing

If any employee is interested in a particular transfer or promotion, he/she should make that interest known in writing to his/her immediate supervisor and to the Director of Human Resources. All such requests shall be given consideration when job vacancies exist.

7.8 Assignment of Work

A. Routes

Routes will be selected each school year by employees of the bargaining unit on the basis of seniority. Specifically, routes will be bid prior to the beginning of school. Summer routes will be selected by employees of the bargaining unit on the basis of seniority prior to the end of the school year. In the event that there are additional routes added during the summer, such routes will be selected on the basis of seniority by bargaining unit employees who have not previously accepted summer work. Bargaining unit employees who have lost their run due to being bumped and/or due to increases of time on their run will also be allowed to select these additional routes on the basis of seniority. Bargaining unit employees will be given a reasonable opportunity to train for Special Education routes. The Union will be provided information regarding routes, paid time, route distribution and route times not less than five (5) working days before employees of the bargaining unit are to bid on the routes on the basis of seniority. A list of routes and route descriptions will be posted not less than three (3) working days prior to the bid date.

Any employee on an approved leave who is expected to come off of the leave in the next 3 (three) months from the date of bidding, shall be required to bid (either in person or by proxy) if they are reasonably able to do so.

B. No Reassignment

- (i) After routes have been selected at the beginning of the school year, additional route reassignments would occur on the basis of seniority when routes have increased more than fifteen (15) minutes on the average for A.M. and P.M., or mid-day routes have changes of fifteen (15) minutes or more. Route changes will be posted for forty-eight (48) hours and shall be done in the same manner as provided in Section 7.8 D below. If no one with more seniority bids within the forty-eight (48)

hours, the originally assigned driver will retain the route.

- (ii) Employees are guaranteed their bid time. However, if;
 - a) the route has decreased more *than* thirty (30) minutes due to a drastic change in the route or if a route has been eliminated completely the District may change pay time and the employee may use his seniority to bump, there are no limits on bumps under this provision. Any bumps under this provision do not count towards an employee's three maximum changes on routes under 7.8 B. For purposes of this section, "stand by" shall constitute a "school".
 - b) No employee may transfer on more than three (3) occasions during the school year; this includes "mid-day routes." "Mid-day" is defined to include any route other than A.M or P.M. That occurs between the morning or A.M. run and the afternoon or P.M. run.
- (iii) The Board retains the right to change, modify and/or increase routes and add different schools to the route. All changes need to be communicated to the drivers and monitors involved.
- (iv) The Board retains the right to change, modify and/or increase routes and add different schools to the route. All changes need to be communicated to the drivers and monitors involved.

C. Extra Work

Extra work will be selected on the basis of seniority at the beginning of the school year. Opportunities for extra work thereafter will be offered to the next senior person on the seniority list on a rotating basis. If extra work assignments are cancelled, employees must be given twenty-four (24) hours' notice of the cancellation. If the Employer fails to give twenty-four (24) hours' notice of cancellation, then the employee will be paid for the scheduled work, but must remain at the garage and be available for duty.

D. Vacancies

Vacancies will be posted within forty-eight (48) hours, taken down within forty-eight (48) hours not including weekends, holidays, or any days the District or when Transportation offices are closed and remain open for forty-eight (48) hours thereafter. The posting shall be designed so as to give the most notice to all employees of any such vacancies, and shall include posting in the employees' area showing the details of the vacancy including a description of the work or route, the schools, the starting time, the ending time, the days of the week running, the bid time or pay time and the date and time it was posted, along with the duration of the work.

As part of the posting, the District shall notify all employees by e-mail of the vacancy that was posted including a description of the work or route, the schools, the starting time, the ending time, the days of the week running, the bid time or pay time and the date and time it was posted, along with the duration of the work. The vacancies will be assigned, after the expiration of forty-eight (48) hours from posting to the employee with the most seniority who signs for (or bids) for such work within forty-eight (48) hours of posting, then the vacancy shall remain posted until signed for by an employee. The forty-eight (48) hour period upon which a vacancy shall remain open after posting shall not include

weekends, holidays any days the District or Transportation offices are closed. The District may post vacancies in the summer as provided herein (including emailing to all employees), and the forty-eight (48) hour period upon which a vacancy shall remain open after posting shall not include weekends, holidays or any days the District or Transportation offices are closed.

E. Monitors

Monitors will select routes on the basis of seniority at the beginning of the school year. Opportunities for monitor positions thereafter will be offered to the next senior person on the seniority list.

- F. Notwithstanding the language of Article 7, the Board may select and assign trainers on the basis of ability to perform the job. If the ability to perform the work of two or more employees is relatively equal, the employee with the greatest seniority within the bargaining unit shall be accorded the opportunity to fill the job.

7.9 Work in Other Departments

The District and Union agree that Transportation employees will be allowed to work in other departments provided: (a) other unions sharing jurisdiction over the work consent, and (b) the additional work does not result in overtime.

7.10 Notice to the Union

The district agrees to inform the union immediately of any driver or monitor who has quit, who has given notice of their intention to quit, who has retired, or given notice of intention to retire, who has taken a leave, or who has otherwise been terminated or severed from their position with Transportation. The district further agrees to notify the Union of any work that has been signed off of and/or awarded to a driver and/or monitor.

ARTICLE 8
DISCIPLINE

8.1 Just Cause

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed as soon as possible after the Board is aware of the event or action giving rise to the discipline.

8.2 Disciplinary Action

Disciplinary action shall include only the following:

- A. Oral reprimand. *
- B. Written reprimand.*
- C. Suspension with or without pay [notice to be given in writing, with specific reasons being given for the suspension].
- D. Discharge [notice to be given in writing].

*Not subject to binding arbitration.

8.3 Manner of Discipline

If the Board has reason to discipline an employee, the privacy of that employee will be protected. It shall normally be done in a manner that will not embarrass the employee before other employees or the public and shall be done in a timely fashion.

8.4 Written Reprimand

In the event of any written reprimand of record to any employee covered by this Agreement, the employee involved and the Union shall be given a copy of the written reprimand as well as a copy of any documents which are placed in any file maintained by the Board for personnel or other purposes, and shall be given an opportunity to present a written statement of position to the Board and to have the same placed in the employee's personnel file.

8.5 Suspension or Discharge

The Board shall meet with an employee and his/her Union representative and inform them of the reasons for suspension or discharge and copies of pertinent documents will be provided. Any employee subject to suspension or discharge shall be given an opportunity to present a written statement of position to the Board and to have the same placed in the employee's personnel file.

8.6 Disciplinary Interviews

Employees will be given advance notice that a scheduled meeting could involve matters that may result in disciplinary action. An employee shall be entitled to have a Union representative present in any investigatory interview. If the employee has reasonable grounds to believe that an interview may be used to support disciplinary action against him/her, the employee may request a recess of the interview until he/she has an opportunity to obtain the presence of a Union representative.

8.7 Official Files

The Board shall maintain only one official personnel file for each employee. Only information contained within that file can be used in any disciplinary action. An employee shall, upon three (3) days advance notice to the Director of Transportation or his designee, be permitted to examine his/her personnel file.

8.8 Expiration of Written Reprimands

A written reprimand may not be the basis for a later suspension or discharge unless there is a subsequent occurrence within twenty-four (24) months of such written reprimand.

8.9 Discipline of Probationary Employee

A probationary employee may be discharged or disciplined without recourse at any time during the probationary period.

8.10 Use of Cameras

The parties agree that video recordings may be used to verify the guilt or innocence of an employee when the employer has a written complaint that demonstrates a bona-fide reason to suspect employee misconduct. Video recordings will not be utilized to monitor the daily performance and activities of employees.

ARTICLE 9
JOINING OR NOT JOINING ANY LAWFUL ORGANIZATIONS

No principal, superintendent, or other administrative employee of this Board shall use his/her official position, directly or indirectly, to influence, coerce or otherwise interfere with the inalienable right of employees of the Board of Education to join, or not join, any lawful organization.

ARTICLE 10
JURY DUTY

The Board shall pay the regular salary to employees called to serve as jurists or subpoenaed to appear before legal and quasi-legal review panels as witnesses. The employee shall remit to the district any per diem expenses received as part of such service.

ARTICLE 11
RETIREMENT COMPENSATION

11.1 Cash Bonus

A retiring Employee may accumulate up to 340 sick leave days. The BOARD will pay, upon retirement, a cash bonus for unused accumulated sick leave not available for creditable service in the amount not to exceed forty percent (40%) of up to 225 accumulated sick leave days for an Employee who retires under IMRF. Such compensation shall also be available in case of death of an Employee to the widow, widower, or dependent children. In the case of a single Employee, such compensation is available to his/her dependent parents. Up to sixty percent (60%) of accumulated sick leave days may be used for creditable service under Public Act 84-812.

A portion of the bonus shall be distributed each year as described below provided, however, the portion distributed in each year shall not cause the Employee's creditable earnings in the year of distribution to exceed 106% of the Employee's previous year's creditable earnings.

- A. Over the last six (6) months of employment, provided the Employee signs an irrevocable Notice of Retirement not less than nine (9) months prior to the Employee's stated retirement date.
- B. Over the last twelve (12) months of employment, provided the Employee signs an irrevocable Notice of Retirement not less than eighteen (18) months prior to the Employee's stated retirement date.
- C. Over the last twenty-four (24) months of employment, provided the Employee signs an irrevocable Notice of Retirement not less than twenty-seven (27) months prior to the Employee's stated retirement date.
- D. Over the last thirty-six (36) months of employment, provided the Employee signs an irrevocable Notice of Retirement not less than thirty-nine (39) months prior

to the Employee's stated retirement date.

Should an Employee use sick leave days during the selected time period of notification (A, B, C, or D above), the DISTRICT shall have the right to offset any such payments from future retirement bonus payments due the Employee under this Article. The remaining portion of the bonus shall be paid in a lump sum no later than sixty (60) days following the Employee's date of retirement.

11.2 Should an Employee use sick leave days during any retirement bonus/incentive period, the BOARD shall have the right to offset any such payments from future retirement compensation payments due the Employee under this Article.

ARTICLE 12

OVERTIME/CALL TIME

12.1 Excess Hours

Hours worked in excess of a Driver's regular weekly hours shall be paid at the Driver's straight-time hourly rate up to forty (40) hours. All hours worked in excess of forty (40) hours a week shall be compensated at one and one-half (1-1/2) times the Driver's regular rate.

12.2 Special Meetings

When any special meeting outside of regular work hours is called by the Board, there shall be a minimum of two (2) hours pay at the employee's appropriate rate of pay unless such meeting is a continuation from regular work periods. The district will provide two in-service programs each year. One hour Transportation Department Safety Meetings may be called outside of regular work hours by the Director periodically. In such case, employees shall be paid one (1) hour's pay at the employees' appropriate rate of pay.

12.2 Employee's Option

A driver shall not be required to accept extended work except where student transportation is needed in an extreme emergency situation.

ARTICLE 13

COMMITTEES

13.1 Labor/Management Committee

For the purpose of maintaining communications between Labor and Management in order to cooperatively discuss and solve problems of mutual concern, either party may request Labor/Management meetings as needed; provided however, no more than four (4) such meetings can be called during a school year. Personal grievances shall not be an appropriate subject at such meetings. The requesting party shall prepare and submit an Agenda no later than three (3) days prior to the scheduled meetings. The meetings shall be scheduled at a time, date, and place of mutual agreement. If the Board schedules meetings during an employee's working hours, then such employee shall be paid for attending the meeting.

13.2 Safety and Training Committee

A safety and training committee will be made up of up to five (5) members from the Union (at least one monitor, one driver, and one trainer, or their alternates) and up to five representatives from the administration to deal with all issues, including training pay. A bus monitor, bus driver, and trainer training program will be planned and implemented. These programs will be updated as appropriate. This committee shall meet at least monthly.

ARTICLE 14 **COMPLIANCE WITH LAW**

The Illinois Department of Transportation Handbook and all updated material, concerning laws and changes in laws for school buses, school bus drivers, owners, operators' responsibilities will be made available for drivers and the Union. If there is a change in law and the District determines that bargaining unit employees are required to be informed of the change, notice of such change will be posted and a copy given to the Union president.

ARTICLE 15 **SAFETY I LICENSES**

15.1 Safety

No driver shall be required to drive a bus determined by the driver and management to be unsafe. If a disagreement between the driver and management exists as to the bus being safe to operate, a Pre-Trip Form shall be filled out, dated and signed by both parties prior to the operation of the bus.

- A. Bus Drivers and Monitors are required to report student misconduct on the student write up sheets provided by the District.

15.2 Physical Exams

The cost of physical examinations required by the Board, including the cost of TB skin tests and chest x-rays for positive reactions, will be paid by the Board.

15.3 License Reimbursement

The Board will pay the difference in cost between the current cost of an operator's license and a school bus CDL license for school bus renewals only. Additionally, the Board will pay for the refresher class.

15.4 No Strikes or Lockout

During the term of this Agreement, there shall be no strikes, work stoppages or slowdowns. No officer or representative of the Union shall authorize, institute, instigate, aid or condone such activities. No lockout of employees shall be instituted by the Board or its representatives during the term of this Agreement.

15.5 Medical Examinations Required for Renewal of Bus Permits

A. Medical Examinations

A medical examiner designated by the Board shall conduct periodic medical examinations of bus drivers in accordance with state and federal laws and regulations, as well as Illinois Department of Transportation and U.S. Department of Transportation guidelines. The employee shall have the option

of choosing one of two medical examiners designated by the Board to conduct a medical exam required for renewal of bus permits.

B. Medical Disqualification

The following procedures shall apply when an employee is found by the medical examiner to have one or more correctible medical conditions during a medical examination required to renew his/her school bus permit. For purposes of this Section 15.5, disqualifications shall be considered resolved when the medical examiner determines that any disqualifying medical conditions have been corrected.

1. If the medical examiner concludes that the employee is not qualified to drive a school bus due to one or more medical conditions, the employee shall not be permitted to drive a bus and the Director of Transportation shall remove the employee from his/her position immediately.
2. Notwithstanding the above provisions of this Paragraph 15.5.B.1, if an employee fails the exam, he/she may choose to have the exam performed by the other medical examiner designated by the Board at his/her own expense and the Board shall accept the certification from such medical examiner.
3. Following the employee's disqualification from driving a bus and provided the employee completed the probationary period outlined in Article 7 prior to disqualification, the employee shall be reassigned to alternate bargaining unit work, including assignment to a bus monitor position, if the employee is physically and mentally able to perform such work.
4. Following the employee's removal and until completion of the thirty (30) calendar day period following notification of failure to pass the initial exam, the employee shall continue to retain the level of seniority he/she had and receive the hourly rate of pay he/she received immediately prior to removal from his/her bus driver position.
5. If the disqualification is resolved within thirty (30) calendar days from notification of failure to pass the initial exam, the employee shall be placed back in his/her bus driver position and shall resume the route he/she was assigned immediately prior to removal. The employee shall retain seniority he/she had and receive the hourly rate of pay he/she received immediately prior to removal from his/her bus driver position.
6. If the employee fails to resolve his/her disqualification within thirty (30) days following notification of failure to pass the initial exam, the employee shall be reassigned to the position of bus monitor, provided such position is available. If such position is not available, the employee shall be laid off and recalled pursuant to Section 7.3 of this Agreement. Upon the employee's assignment to the bus monitor position, he/she shall be placed on the bottom of the seniority list for bus monitors and the employee shall be placed on the bus monitor salary schedule based upon his/her seniority as a bus driver (e.g., A driver with five (5) years of experience as a driver in the District prior to dismissal shall be paid the same hourly rate of pay as a bus monitor with five (5) years of experience in the District).
7. If disqualification is resolved more than thirty (30) calendar days from removal without the employee's school bus permit expiring, the employee

shall be placed back into his/her bus driver position. The employee shall be allowed to apply for a vacant route and/or bump a less senior bus driver for a route. The employee shall retain seniority he/she had and receive the hourly rate of pay he/she received prior to removal from his/her bus driver position.

15.6 Blood Borne Pathogens/Hepatitis

The District will make a concerted effort to inform employees of the risk of blood borne pathogens and provide information regarding the availability of hepatitis shots. Any employee exposed to hepatitis shall receive all required treatments, including the series of hepatitis shots. The Employer shall pay all related costs.

15.7 Individualized Transportation Plan

Any student who requires transportation as a part of their IEP, the driver shall receive a copy of the Individualized Transportation Plan (ITP). This ITP must remain confidential at all times and will be the sole responsibility of the driver to maintain that information as confidential. The ITP must not be kept on the school bus but must be placed in the designated location within the transportation facility. The driver will be responsible for taking the ITP information to and from the route, morning and afternoon, each day. This includes a sub driver assigned to the route. Any driver found to compromise the confidentiality of the ITP may be subject to disciplinary action and may lose access to any additional confidential information.

15.8 Air Conditioning – School Buses

Beginning January 1, 2024, the district will make every effort during the term of this contract to purchase buses equipped with air conditioning.

ARTICLE 16 **FIELD TRIPS**

16.1 Definitions

A. Field Trips

Field trips shall include all non-bid assignments that are not regularly scheduled. Field trips include, but are not limited to, the following:

1. Academic field trips

Non-academic field trips (e.g., athletic events, competitions, marching band) and

2. Emergency field trips

"Field trips" shall not include regularly-scheduled morning, afternoon, or activity bus routes.

B. Out-of-Town Field Trips

Out-of-town field trips include all field trips that are thirty-five (35) miles or more one-way, from the school to field trip site, with one exception: all trips to Canton will be considered out-of-town field trips.

C. Emergency Field Trips

Emergency field trips include all field trips that are not posted for a minimum of twenty (20) hours prior to the scheduled start time.

16.2 Field Trip Assignments

Except as otherwise provided in this Article 16, all field trips shall be assigned on a rotating seniority basis.

Notwithstanding the provisions of this Section 16.2, all field trips designated as either out-of-town field trips or emergency field trips shall be maintained on a separate seniority list and shall be assigned on a rotating seniority basis within the designated category. If no one accepts the field trip, the trip will be assigned to the least senior bargaining unit member.

Notwithstanding the provisions of this Section 16.2, if an employee cancels late (less than twelve (12) hours prior to the scheduled start time of the trip or less than 20 hours prior to the scheduled start time on Fridays, Saturdays or Sundays), or shows up late (after the scheduled start time of the trip) for an assigned field trip more than once during a one hundred eighty (180) school day period, he or she shall be excluded from placement on any field trip seniority list for the following thirty (30) calendar day period for each occurrence after the first. The Board, in its discretion, may decide not to document a late cancellation, or tardy if it determines there is good cause for the "no show," late cancellation, or tardy, including but not limited to a bona fide emergency concerning the employee or a member of his/her immediate family.

Trainers will not be offered field trips in regular rotation unless no other bargaining unit member has accepted the trip.

16.3 Field Trip Posting

The Board shall post a field trip schedule the Friday prior to the scheduled work week. The Board may modify the posted field trip schedule, provided that notices of non-emergency field trips shall be posted for a minimum of twenty (20) hours prior to the scheduled start time. Excluding emergency trips, when the schedule is put up less than 20 hours and the driver turns it down, driver shall be given a comparable make-up field trip i.e. out-of-town for a previously scheduled out-of-town field trip and in-town for a previously scheduled in-town field trip.

16.4 Cancellation and Makeup Field Trips

- A. Except as otherwise provided below, employees shall be given two (2) hours prior notice of a field trip cancellation.
 - 1. Late cancellation of weekday field trips during regular school hours. If the Board fails to give two (2) hours prior notice of cancellation, then the employee shall be paid for the scheduled work for that day but must remain at the garage and be available for duty.
 - 2. Late cancellation of weekend, non-school day or after-hours field trips. If a field trip is scheduled on a weekend, non-school day or outside regular school hours and the Board fails to give two (2) hours prior notice of the cancellation, the employee shall receive two (2) hours' pay and a comparable makeup field trip (i.e., out-of-town for previously scheduled out-of-town field trips and in-town for previously scheduled in-

town field trips).

- B. Makeup field trips shall be assigned by cancellation date of the originally assigned field trip. If an employee is assigned a makeup field trip that conflicts with his or her bidded work, that employee may choose to take either the bidded work or the makeup field trip.

16.5 Out-of-Town Field Trips

All hours will be paid on out-of-town trips; provided ten (10) hours of sleep time or non-duty time *off*, measured from the last time the driver stops driving one day and begins driving the next day, whichever is less, shall be excluded from pay on all overnight field trips. Employees shall be reimbursed for necessary overnight accommodations.

The Board shall offer out-of-town field trips only to the bus drivers with more than one (1) year of experience in the District, provided, if no employee with more than one (1) year of experience in the District accepts the field trip, the Board may continue to offer the trip in order of seniority to those drivers with less than one (1) year of experience in the District.

16.6 Meal Reimbursement

For all out-of-town or overnight field trips lasting four (4) hours or more, the bargaining unit employee shall be paid in the amount of \$12.00 per meal. The number of meals paid during a field trip shall be as follows:

<u>Hours Worked on First Day</u>	<u>Number of Meals Paid</u>
Four (4) to seven (7)	1
Greater than seven (7), up to nine (9)	2
Greater than nine (9)	3

<u>Hours Worked on Second Day (For Overnight Field Trips Only)</u>	<u>Number of Meals Paid</u>
Zero (0) to four (4)	1
Greater than four (4), up to six (6)	2
Greater than six (6)	3

16.7 Emergency Field Trips

For all emergency field trips, the Board shall provide the Union with documentation as to the nature of the emergency or short notice, upon the Union's request.

Emergency field trips shall be assigned pursuant to Section 16.2 of this Article, provided that the emergency field trips may be assigned to the least senior bargaining unit member if no one accepts the trip.

Acceptance of an emergency field trip will not take an employee out of rotation for regularly scheduled field trips.

16.8 Coaches/Director/Sponsors

Notwithstanding the provisions of this Article 16, coaches, directors, and sponsors of teams and activities listed in Appendix C shall be allowed to drive their own

students, provided the student count does not exceed fourteen (14) per van and no more than one (1) van is driven per team/group.

16.9 Notices to Union

The Board shall provide the Union with all updated field trip seniority lists and an updated makeup field trip list at least once per week.

16.10 Reimbursement

If the Board fails to adhere to the seniority clauses contained in this Article and such failure causes an employee to lose compensation, then such employee shall be reimbursed for his economic loss at his regular rate of compensation. For example, if the Employer inadvertently failed to assign the next employee on the rotating seniority list to a six (6) hour field trip, then the Employer shall assign such employee to the next available field trip that approximates the missed assignment. The employee shall receive the greater of the hours that would have been worked but for the Employer's failure to strictly adhere to the seniority list, or the hours actually worked, whichever *is* greater.

ARTICLE 17 **LEAVES OF ABSENCE**

17.1 General Leave

Leaves of absence for a definite period of time not to exceed ten (10) school days, may be granted for purposes other than income producing endeavors. Such leaves may be extended for good cause by the Board for additional periods. Examples of such leave include disability, maternity, and parenting.

17.2 Sick Leave

Entitlement and Definition -- Each semester, annual sick leave with pay shall be granted to each Employee on the basis of six (6) days for each semester, not to exceed twelve (12) days per year.

Sick leave as used in this section means leave for personal illness, injury, medical appointments or death in the immediate family or household or birth, adoption or placement for adoption that occurs during regularly scheduled routes. For paid leave for adoption, the employee shall provide evidence that the formal adoption process is underway, and such leave is limited to 30 days.

"Immediate family" as used in this section means the Employee's parent, stepparent, spouse, child, brother, sister, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law and legal guardian.

Drivers and Monitors who commit to work for summer or intersession work as a driver or monitor for school a minimum of five (5) full weeks shall be entitled to one (1) additional sick day added to any sick leave account for that employee, and those employees who have a sick leave balance shall be allowed to use those days anytime, including the five (5) week period during the summer or intersession, for which they have agreed to work.

17.2 (A) Accumulation and Conversion

Unused sick leave shall be cumulative based upon the average of hours worked per day up to three hundred forty (340) days.

17.2 (B) **Attendance Bonus**

All employees with Outstanding Attendance shall be eligible for an attendance bonus each semester, as follows: \$300 for use of no sick days or unpaid leave days; \$225 for 1 day missed; \$150 for 2 days missed. Bereavement days, personal days and jury duty days to not count against outstanding attendance.

17.3 **Funeral Leave**

Employees may have up to three (3) days' leave with pay to attend the funeral of a parent, stepparent, spouse, sibling, child, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or an individual for whom the employee is the legal guardian.

Sick leave will not be charged for Bereavement Leave and an employee shall be permitted up to fifteen (15) days' sick leave (from available sick leave) if they are not able to return to work due to the death of a spouse, child, or parent.

The employer may request reasonable documentation of the relationship of the deceased with the employee as it pertains to this Article, i.e., the name, place and date of the death and the employee's relationship with the deceased such as an obituary, death notice, or funeral card.

17.4 **Additional Leave for Assault or Battery While on Duty**

Absence up to thirty (30) working days due to injury from an assault and battery sustained while on duty as an employee of District 150, shall not be deducted from the employee's sick leave. If an employee received Workers' Compensation for loss of time while receiving wages from the District, such compensation shall be endorsed or remitted to the District.

17.5 **Family and Medical Leave**

- A. All terms used in this section have the meaning as they are defined and used in the Family and Medical Leave Act of 1993 or any regulations promulgated there under.
- B. Eligible employees (as defined in the Act) means those employed for at least twelve (12) months with the District for at least 1,250 hours of service with the District during the previous twelve (12) month period are entitled to a total of twelve work weeks unpaid leave during any twelve (12) month period for one or more of the following reasons:
 - 1. The birth of a child of the employee and to care for the child (expires twelve (12) months after birth).
 - 2. The placement of a child with an employee for adoption or the placement of a child for foster care with an employee (expires twelve (12) months after placement).
 - 3. To care for the spouse, son, daughter, or parent of an employee, if the family member has a serious health condition.
 - 4. An employee is unable to perform the function of the position because of the employee's own serious health condition.

- C. Leave taken for the birth or placement of a child cannot be taken intermittently or on a reduced leave schedule. Employees seeking intermittent or reduced leave based on a planned medical treatment are required to provide to the Director of Human Resources, or his/her designee, a medical certification outlining the dates on which treatment is expected and the duration of the treatment. The employee must also comply with the notice requirements of paragraph 4 below.
- D. All requests for leave due to a serious health condition shall include a certification issued by a health care provider. The certification must include:
 - 1. The date the condition began;
 - 2. Its probable duration;
 - 3. Appropriate medical facts;
 - 4. A statement that the employee is unable to perform the job function or that the employee is needed to care for a family member with a serious medical condition for a specific time.
- E. The District may require the employee to obtain the opinion of a second health care provider designated by the District, and to be paid for by the District. In the event of a conflict between the first and second opinions, the District, may, again at its expense, obtain a third opinion from a health care provider approved jointly by the District and the employee, and this opinion will be final and binding. The District may require that an eligible employee obtain subsequent recertification.
- F. An eligible employee returning from leave has the right to be returned to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
- G. An eligible employee will retain all accrued benefits while on leave, however, no other benefits will accrue during the period of the leave.

In addition to any remedies provided by law, if the employee fails to return from leave for a reason other than a serious health condition that would entitle the employee to a continuation of leave or other circumstances beyond the employer's control, the employee must reimburse the District for all premiums it has paid for maintaining the health plan coverage during the period of leave. This "serious health condition" must be evidenced by a timely certification from the appropriate health care provider provided to the Director of Human Resources, which must include the points of paragraph 4.c. and d. above.

- H. Should there be a miscarriage or should the death of a child occur within the period of leave, the employee may, in writing, request early reinstatement.

Should a position become available for which the employee is qualified, the employee shall be offered reinstatement to that position.

- I. An employee who is pregnant may continue on active employment as late into her pregnancy as she desires, provided she is able to perform all other essential functions.

- J. An eligible employee must give notice to the District, in writing, to the Director of Human Resources, at least thirty (30) days prior to the date on which the leave is to begin, of their intent to take leave in cases of expected birth, placement of a son or daughter, or planned medical treatments. When circumstances require a leave to begin in less than thirty (30) days as with a premature birth, sudden changes in a serious health condition, or availability of a child for placement, the eligible employee must give as much notice as is practicable.
- K. An employee shall be entitled to take an unpaid leave of absence, in accordance with the provisions of the Family and Medical Leave Act, provided, however, such leave may be taken in less than one (1) day increments only after the employee has exhausted all paid leave under this Agreement.

17.6 **Personal Leave**

- A. A maximum of two Personal Leave Days, per year, non-cumulative, shall be granted to fulfill personal matters which cannot, through the exercise of reasonable diligence, be scheduled outside the normal work hours.
- B. An Employee intending to use such leave will give written notification to the building principal as soon as possible, but in any case at least twenty-four (24) hours prior to the day on which such leave is to be taken except under extenuating circumstances or in an emergency situation.
- C. Except under extenuating circumstances, Personal Leave days shall not be granted the day before or after a holiday or vacation periods.
- D. An absence involving a misuse of such leave will be deducted at the daily rate of pay of the Employee for each day of absence Misuse of Personal Leave is subject to discipline.
- E. Employees who return from leave, or employed after the opening day of school and on or before the last day of November shall be granted two (2) days Personal Leave for that school year. Employees who return from leave, or employed between the first day of December and the last day of February shall be granted one (1) day Personal Leave for the school year.
- F. An Employee having two (2) unused personal days at the end of the school year may elect to 'rollover' one of the two days to the next school year. An Employee may never accumulate more than three (3) personal days and can never use more than two (2) personal days consecutively. Unused personal days which are not rolled over will be added to accumulated sick leave days which shall not exceed 340 accumulated days.
- G. All personal leave shall be computed on an hourly basis.
- H. Employees will be paid for two (2) additional days during the winter break. The pay will occur automatically without the employee taking any action.

ARTICLE 18
I.M.R.F./WORKERS' COMPENSATION

The Board and the Employee shall be participants in the Illinois Municipal Retirement Fund as per state statutes.

The Board and the Employee shall be participants in Workers' Compensation according to law.

ARTICLE 19
AUTHORITY OF THE AGREEMENT

Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law or become invalid due to changes in state or federal law, such invalidation of such part of provisions shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties agree to renegotiate the invalidated part of provisions.

ARTICLE 20
ELECTRONIC COMMUNICATION

The Board agrees not to use email as the sole manner of communicating with employees.

ARTICLE 21
INSURANCE

21.1 Medical Insurance

For the period of January 1, 2024, through December 31, 2026, employees who regularly work thirty (30) or more hours per week during the normal school year, shall be eligible to participate in the group medical insurance program offered to the majority of the District's employees. For employees who are eligible to participate in the medical insurance plan and who actually choose to participate in the plan, the District will pay an amount of \$6,300.00 toward single coverage on an annual basis, or \$10,000.00 toward employee-spouse or employee-child coverage on an annual basis, or \$15,000.00 toward employee-family coverage on an annual basis. After subtracting the appropriate amount from the total cost per person for the coverage selected by the individual, the employee will be solely responsible for the remainder of all insurance costs, deductibles, co-pays, and similar out-of-pocket expenses related to the medical

insurance plan. Premium costs will be determined on an annual basis and an open enrollment will be offered once per year, generally in the month of November. Premium costs and any adjustments to premium will be determined on a calendar year basis for the period beginning on January 1 and ending on December 31, and any increases in premiums shall be the employee's sole responsibility. For purposes of this provision only, employees eligible for this benefit must work an average of six (6) hours per day transporting students to and from school locations in the normal course of business. Time worked transporting students on field trips, transporting students to and from extracurricular activities or performing any other type of work for the District shall not be considered in determining whether the 30-hour minimum has been met. Medical Insurance Coverage/Benefit Levels/Deductibles cannot be changed without the consent of the Insurance Committee. For the 2024, 2025 and 2026 calendar years, the District will increase the contribution rate set forth in the Contract by the annual premium increase up to two percent (2%) each year.

Coverage for Certain Employees
Who Do Not Meet the Thirty-Hour Requirement

A. *Inability to Bid for Routes Totaling Thirty Hours*

Notwithstanding the provisions of this article, an employee who was eligible for and participated in the District's insurance program throughout the immediately preceding spring semester may remain on the District's insurance plan from the start of the next school year through December 31st of such next school year if:

1. There are no routes or combination of routes totaling thirty (30) hours available to such employee at the time the employee bids; and
2. The employee bids on routes totaling twenty-five (25) hours per week and the employee continues to work 25 hours per week through December 31st.

B. *Involuntary Reduction of Hours During the School Year*

Notwithstanding the provisions of this article, an employee who was eligible for and participated in the District's insurance program for part of a school year and whose hours were involuntarily reduced by the Board may remain on the District's insurance plan for the remainder of that school year, provided he or she continues to work at least twenty-five (25) hours per week during that school year.

Dental Insurance will be offered, as defined in Article 21 to full-time employees who regularly work 30 or more hours per week, on the same terms and conditions offered to employees who currently have such coverage available on an 80%-20% basis, **provided that** the insurance carrier will accept new participants from this group. Similarly, Vision Insurance will be offered to full-time employees on the same terms and conditions offered to employees who currently have such coverage (100% paid by the employee), **provided that** the insurance carrier will accept new participants from this group.

Those employees who do not otherwise qualify for medical, dental or vision insurance under this Article may participate in the group medical, dental and/or vision insurance program offered to other District employees by paying 100% of the premium for such insurance. The option to buy into the District's medical, dental, and/or vision insurance program shall not be retroactive.

21.2 Life Insurance

All regular, full-time employees will be insured at Board expense for \$25,000 of group term life insurance. In addition, the Board shall allow, subject to acceptance by the insurance company, each regular, full-time Employee to purchase additional life insurance. The additional life insurance coverage shall be available at a group rate and may be purchased at a minimum of \$15,000, up to \$200,000.

ARTICLE 22 ADVANCED STUDY/WORKSHOPS/CONFERENCES

Personnel shall be encouraged to enroll in advanced training courses whenever such additional training will be beneficial to the operation of the school system. Such courses must be approved in advance by the building principal and the Director of Human Resources.

Personnel enrolled in District 150's adult education courses shall be eligible for a full tuition refund after satisfactorily completing such specialized courses.

In addition, personnel, who enroll at accredited institutions of higher education, shall be eligible for a tuition refund comparable to professional credit refunds granted to certificated personnel after satisfactorily completing such specialized courses, provided such study has been approved in advance by the Director of Human Resources. This tuition reimbursement benefit shall be capped at \$10,000 per contract year.

Approved in-service workshop/conference attendance will not be charged as vacation or sick days.

ARTICLE 23 TERMINATION PROVISION

This Agreement shall be effective as of July 1, 2020 and shall remain in full effect until June 30, 2023. It shall be automatically renewed for each one (1) year period thereafter unless either party shall notify the other in writing not more than one-hundred-eighty (180) days and not less than sixty (60) days prior to the ending of each one (1) year period that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the ending of such one (1) year period. This Agreement shall remain in full force and be effective during the period of negotiations; provided, however, there will be no step or grade changes in salaries unless such changes are incorporated in a later collective bargaining agreement.

ARTICLE 24
PHYSICAL FITNESS

It shall be the responsibility of each employee to maintain the standards of physical fitness required for performing his/her job. Whenever the Employer reasonably suspects that the physical condition of an employee is endangering his/her own health or the safety of fellow workers, the employee may be requested to submit to an examination by a physician without expense to the employee which shall only be for the purpose of determining his/her physical condition relative to his/her duty to perform the work.

In the event the Employer's physician considers that an employee does not meet the physical requirements of the job as determined by the Employer, or in the event the Employer's physician considers that the employee meets the physical requirements of the job as determined by the Employer, and in either event the employee's physician has made a contrary determination, the employee shall select a third party physician from a list of available physicians maintained by the Human Resources Department. The Union and the District will discuss the list annually and make changes where appropriate.

-SIGNATURES APPEAR ON NEXT PAGE-

In witness thereof, the parties hereto have set their hands this agreement below:

For the American Federation of State, County,
and Municipal Employees, AFL-CIO on behalf
of Local 3716 Peoria District 150
Transportation Employees

For the Board of Education of the
City of Peoria, School District 150



Nick Richards, AFSCME Representative


Mike Murphy, Board of Education
President

Date 3/6/2024


Tim Sullivan, President Local 3716

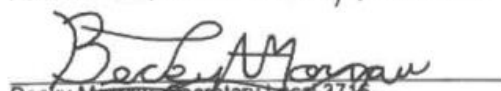
ATTEST:


George Sheffield, Vice-President Local 3716


Cami Ross, Secretary to the Board of
Education



Randall Shaw, Treasurer-Secretary Local 3716

Date 2-19-25

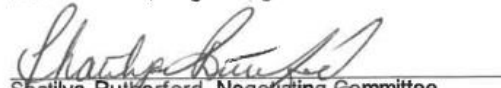

Becky Morrow, Secretary Local 3716

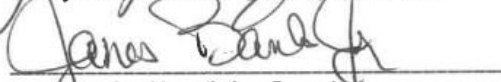

Lynnette Lee, Executive Board Local 3716


Latrese Howard, Executive Board Local 3716


Regina Ziegler-Murray, Executive Board Local
3716


Mark Hennele, Negotiating Committee


Shatilya Rutherford, Negotiating Committee


James Banks, Negotiating Committee

APPENDIX A SALARIES AND REGULATIONS FOR TRANSPORTATION EMPLOYEES

Drivers – District Proposal				Monitors – District Proposal			
Steps	23-24 Rate (\$2.36 Adj + 5%)	24-25 Rate (4.5%)	25-26 Rate (4%)	Steps	23-24 Rate (\$2.60 Adj + 5%)	24-25 Rate (4.5%)	25-26 Rate (4%)
1	\$24.00	\$25.08	\$26.08	1	\$18.00	\$18.81	\$19.56
2	\$24.22	\$25.31	\$26.32	2	\$18.23	\$19.05	\$19.81
3	\$24.45	\$25.55	\$26.57	3	\$18.47	\$19.30	\$20.07
4	\$24.74	\$25.85	\$26.88	4	\$18.70	\$19.54	\$20.32
5	\$25.01	\$26.14	\$27.19	5	\$18.93	\$19.78	\$20.57
6	\$25.31	\$26.44	\$27.50	6	\$19.16	\$20.02	\$20.82
7	\$25.58	\$26.73	\$27.80	7	\$19.39	\$20.27	\$21.08
8	\$26.10	\$27.28	\$28.37	8	\$19.75	\$20.64	\$21.47
9	\$26.49	\$27.68	\$28.79	9	\$19.87	\$20.76	\$21.59
10	\$26.61	\$27.80	\$28.91	10	\$19.98	\$20.88	\$21.72
11	\$26.71	\$27.91	\$29.03	11	\$20.10	\$21.00	\$21.84
12	\$26.94	\$28.16	\$29.29	12	\$20.21	\$21.12	\$21.96
13	\$27.16	\$28.39	\$29.53	13	\$20.33	\$21.24	\$22.09
14	\$27.39	\$28.63	\$29.78	14	\$20.44	\$21.36	\$22.21
15	\$27.62	\$28.86	\$30.01	15	\$20.50	\$21.42	\$22.28
16	\$27.85	\$29.10	\$30.26	16	\$20.56	\$21.48	\$22.34
17	\$28.07	\$29.33	\$30.50	17	\$20.67	\$21.60	\$22.46
18	\$28.31	\$29.58	\$30.76	18	\$20.80	\$21.74	\$22.61
19	\$28.52	\$29.80	\$30.99	19	\$20.92	\$21.86	\$22.73

All increases for the 23-24 rate will be retro back to July 1, 2024

\$1,000 retention bonus paid on June 30, 2024

Annual Longevity Pay

<u>Years Worked</u>	<u>Drivers</u>	<u>Monitors/Helpers</u>
3 – 4	\$450	\$400
5 – 7	\$550	\$500
8 – 10	\$700	\$600
11 – 14	\$850	\$700
15 plus	\$1,000	\$800

The annual longevity payment will be made on the last pay period prior to Christmas break.

CALCULATION OF STEPS FOR SALARY SCHEDULE AND YEARS WORKED FOR LONGEVITY PAY

Employees who begin working prior to March 1st of any year will be given a full year's credit at the beginning of the next school year (e.g. An employee hired in February will be considered to be in his or her second year of employment – Step 2 of the salary schedule – at the beginning of the next school year). Employees hired on or after March 1st will receive no credit on the salary schedule at the beginning of the next school year (e.g., An employee hired on March 1st still will be considered to be in his or her first year of employment – Step 1 of the salary schedule – at the beginning of the next school year).

SAFETY INSPECTION PAY

Bus drivers shall receive one quarter (1/4) hour pay for daily safety inspections [one

inspection per day per vehicle as required].

WAGE/COMPENSATION REOPENER

Notwithstanding the provisions in this Appendix A, the District reserves the right to reopen this Agreement and renegotiate the amount of driver/monitor salary and other compensation outlined in this Appendix A in the event there is a significant reduction in the amount of pupil transportation reimbursement provided by the State.

APPENDIX B

DRUG AND ALCOHOL POLICY

The Peoria School District and AFSCME Local 3716, in accordance with the Omnibus Transportation Employee Testing Act of 1991, the Commercial Motor Vehicle Safety Act of 1986, and the Department of Transportation's Drug and Alcohol Testing Rules and Procedures [49 CFR Part 40; 49 CFR Part 382] jointly approve the following Policy on the misuse of alcohol and the use of controlled substances:

It is not the intent to intrude into the private lives of the employees. The objective is to have all employees report to work in a condition to perform their duties safely and efficiently. The presence of alcohol and other drugs on the job and the influences of these substances on employees during working hours are a threat to the safety of employees and the general public and the students they transport.

A safe workplace requires a work force that is educated about and committed to a drug and alcohol free environment. This Policy is to ensure the safety of employees, the general public and the students they transport. It is subject to review and change at any time with notice to the employees.

A. INTRODUCTION

1. The Director of Transportation or his/her designee has been designated by the District as the person to answer any questions that you may have regarding this Policy.
2. This Policy applies to every District employee who: is required to have a commercial driver's license, operates a vehicle that has a gross combination weight rating of 26,001 or more pounds, operates a vehicle that is designed to transport 16 or more passengers including the driver and monitor.
3. All employees will be advised of the dangers of drug and alcohol used in the workplace. Each employee will be given a copy of the District's Drug and Alcohol Policy and will be responsible for reading the Policy and complying with its provisions.
4. An employee is prohibited from possessing, consuming or being under the influence of alcohol while in or on District property or while on District assignment, including meal or break times.
5. Employees taking over-the-counter or prescription medications in the quantities prescribed by a physician may not be in violation of the District's Drug and Alcohol Policy. Employees taking medications, which could impair their ability to drive vehicles, must identify their medication and its effects to their supervisor prior to performing their job.

6. An employee shall notify the district of a drug or alcohol criminal conviction no later than five (5) days after such conviction. Failure to notify the District of any such drug or alcohol related conviction within the prescribed five (5) day period may result in disciplinary action, up to and including termination of employment.
7. Employees who believe that their health and safety may be adversely affected by others at the worksite whom they know, or suspect are using drugs or alcohol, are encouraged to report same to a supervisor. The appropriate steps will then be taken without revealing the identity of such reporting employees.
8. The District will conduct pre-employment, random, post-accident and reasonable suspicion drug and alcohol testing for all employees. All positive test results will be reviewed by a Medical Review Officer (MRO) who will be a licensed medical doctor. Testing procedures shall conform to applicable State and Federal Regulations, and such additional testing as required by the District.

B. PRE-EMPLOYMENT DRUG TESTS

All conditionally hired job applicants are required to take a drug screening test as a condition of continued employment. Refusal to take the required drug screening tests will result in the termination of the conditionally hired employee by the District. A confirmed positive test will result in immediate termination of the conditionally hired employee.

C. RANDOM DRUG TESTS

Each month throughout the year, employees will be selected at random for controlled substance abuse screening tests. All employees will be required to complete and sign a form by which the employee consents to and authorizes testing and disclosure of test results to the District. Refusal to complete and sign the consent/authorization form or submit to random testing will result in termination of employment.

All active (not laid off) employees selected at random must submit to a drug test within six (6) hours of being notified. A confirmed positive test will result in termination of employment.

All employees will be tested at the fifty percent (50%) rate prescribed by State and Federal Law and will be required to participate in the random program. Employees selected for random drug screenings who are off on medical leave will be required to submit to a drug test upon returning to work.

D. RANDOM ALCOHOL TESTS

Each month throughout the year, employees will be selected at random for alcohol testing.

All employees will be required to complete and sign a form by which the employee consents to and authorizes testing and disclosure of testing results to the District.

Refusal to complete and sign the Consent/Authorization Form or submit to random testing will result in termination of employment.

All active (not laid off) employees selected at random must submit to an alcohol test within two (2) hours of being notified. A confirmed positive test will result in termination of employment.

All employees will be tested at the twenty-five percent (25%) rate prescribed by State and Federal Law and will be required to participate in the random program. Employees selected for random alcohol testing who are off on medical leave will be required to submit to an alcohol test upon returning to work.

Drivers with an alcohol level of .02-.039 will not be allowed to drive for 24 hours. A follow-up alcohol test after 24 hours must reveal an alcohol level of less than .02. An alcohol test result of .04 shall be considered a positive test. A positive alcohol test will result in termination of employment.

E. POST-ACCIDENT DRUG AND ALCOHOL TESTING

In the event of an accident, each employee whose performance may have contributed to the accident shall be tested for drugs and alcohol as soon as possible, but not later than two (2) hours after the accident.

As soon as practicable following an accident involving the loss of human life, an employer shall test each surviving employee on duty in the vehicle at the time of the accident. The employer shall also test any other employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

As soon as practicable following an accident not involving the loss of human life, the employer shall test each employee on duty in the vehicle at the time of the accident if that employee has received a citation under State or local law for a moving traffic violation arising from the accident. The employer shall also test any other employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

If possible, an employee required to take a post-accident drug test will be transported to the testing facility by District personnel.

Refusal to take a post-accident drug and alcohol test will result in termination of employment. A confirmed positive test will also result in termination of employment.

An employee who submits to a post-accident drug and alcohol test may be temporarily suspended pending the District's receipt of the applicable test results (or if applicable, the MRO's report) where the District reasonably believes that the employee's presence on the job during such period would pose a risk to the safety or health of the employee, co-workers, the general public or the students they transport. If the test results are negative, the employee will be paid for the suspension period.

Drivers with an alcohol level of .02-.039 will not be allowed to drive for twenty-four (24) hours. A follow-up alcohol test after twenty-four (24) hours must reveal an alcohol level of less than .02. An alcohol test result of .04 shall be considered a positive test. A positive alcohol test will result in termination of employment.

F. REASONABLE SUSPICION DRUG AND ALCOHOL TESTING

An employee shall take a drug and/or alcohol screening test when there is reasonable suspicion to believe the employee is using alcohol or an illegal drug. The decision to test must be based on a reasonable belief that the employee is using alcohol and/or an illegal drug. The reasonable belief may be based on an employee's physical condition, behavior or performance indicating probable alcohol and/or illegal drug use.

At least two of the employee's supervisors, one of whom is trained in detection of the possible symptoms of drug and/or alcohol use, shall substantiate and concur in the decision to test an employee. Reasonable suspicion alcohol and drug testing will be conducted only with the approval of the Director of Transportation or the Director of Human Resources.

An employee who must take a reasonable suspicion drug or alcohol test will be transported to the testing facility by District personnel immediately after the decision to test is made. Refusal to take a reasonable suspicion alcohol and/or drug test will result in termination of employment. The Union shall be promptly notified whenever an employee is directed to take a reasonable suspicion drug or alcohol test.

Drivers with an alcohol level of .02-.039 will not be allowed to drive for twenty-four (24) hours. A follow-up alcohol test after twenty-four (24) hours must reveal an alcohol level of less than .02.

An alcohol test result of .04 shall be considered a positive test. A positive alcohol test will result in termination of employment.

An employee who submits to a reasonable suspicion test shall be temporarily suspended pending the District's receipt of the applicable test results (or if applicable, the MRO's report) where the District reasonably believes that the employee's presence on the job during such period would pose a risk to the safety or health of the employee, co-workers, the general public or the students

they transport. If the test results are negative, the employee will be paid for the suspension period.

G. TESTING STANDARDS AND FACILITIES

The urine sample will be tested for: MARIJUANA, COCAINE, OPIATES, PHENCYCLIDINE, AMPHETAMINES.

Any employee having a confirmed positive drug test will be contacted by the MRO. If the MRO is unable to contact any employee within twenty-four (24) hours, they will notify the Director of Transportation or the Director of Human Resources or his/her designee.

The employee will have an opportunity to provide an explanation for the positive result. When speaking with the MRO, the employee will be given an option to have the split sample tested at any laboratory which meets the requirements of the Omnibus Transportation Act, at their own expense, within seventy-two (72) hours of notification. The MRO shall issue a test report.

If, after meeting with the employee, the MRO concludes that there is a legitimate medical explanation for a positive laboratory test result and that the reason for that laboratory test result is consistent with legal prescription or over-the-counter drug use, which has been previously disclosed as required, the MRO shall report the test result as being negative for such reason. A negative MRO's report shall be deemed a negative test result for all purposes under the District's Drug and Alcohol Policy.

It is the responsibility of each employee required to be tested to provide two forms of identification, one of which shall be a valid driver's license or State ID. As long as the individual is tested within the required time limits set forth in this Policy, the costs of the pre-employment, random, post-accident or reasonable suspicion drug and/or alcohol tests will be paid by the District. The cost of any retest or subsequent test will be paid by the employee unless specific arrangements are made with the District to the contrary, prior to testing.

The District will in no way be financially nor legally responsible for any professional counseling, guidance, or treatment sought by any such individual during or subsequent to his/her termination of employment.

The District shall keep confidential and shall not disclose any documents relating to employee testing or rehabilitation programs, nor information contained therein, unless required by Federal, State or other government agencies, and except in connection with any grievance, claim or legal action of any type brought by or against the employer, the employee or any other person or entity arising from or in any way relating or connected to the subject matters covered by this Drug and Alcohol Policy.

The filing of any such grievance, claim or legal action of any type shall constitute a waiver by the employee of the confidentiality of any and all such documents and the releases of the District and any other person or entity from any

confidentiality obligations, liability or damages with respect to the use in any manner of any and all such documents or information contained therein including all oral communication which may have occurred in generating the documents.

The employee being ordered to submit to a drug test shall be allowed to give the sample in private pursuant to 49 CFR §40.25. Only NIDA-certified laboratories that meet Department of Health and Human Services standards shall conduct the tests. Computerized random selection shall be used for random testing unless the parties agree to an alternative procedure.

H. EMPLOYEE ASSISTANCE PROGRAM

The District will provide education and training to employees and supervisors which addresses alcohol abuse and the use of controlled substances. This provides a reasonable approach to the problem of alcohol and drug abuse. The testing rules and procedures stated in the Policy include a brief summary of the Drug and Alcohol Testing Rules and Procedures adopted by the Department of Transportation. Both the District and its employees are subject to the Department of Transportation Rules and Procedures, and any subsequent amendments thereto, which shall take precedence over any provisions of this Policy should there be a conflict. The Board of Education cares about its employees, the public and its workplace and will, therefore, take affirmative steps to assure the health, safety and quality of life for all.

I. PAYMENT FOR TESTING PROCEDURE

The employee shall not be required to pay for any testing procedures. Employees will be paid at their regular hourly rate for the time spent in drug and alcohol testing whenever such testing is at the direction of the District, except for pre-employment screening.

APPENDIX C
IDENTIFICATION OF COACH/DIRECTOR/SPONSOR POSITIONS

For purposes of Section 16.8 of this Agreement, "coaches," "directors," and "sponsors" shall include the coach/sponsor/director and/or any approved assistant(s) for the following programs:

Band

Boys Baseball/Girls Softball Boys & Girls Basketball Boys & Girls Cross Country Boys Football

Boys & Girls – Soccer Boys & Girls Swimming Boys & Girls Tennis Boys & Girls Track

Girls Volleyball Boys Wrestling Cheerleading Chess

Choral or Chorus

Class Sponsors - Freshman, Sophomore, Junior, or Senior Contest Play/Reader's Theatre/Drama

Debate

Flag Corps Golf Newspaper Orchestra

Pom-Pon/Dance

Scholastic Bowl/Scholar's Cup Speech/Declamation

Student Council

Video Studio Sponsor Yearbook

Academic Competitions/Service (ex: MathCounts, Odyssey of Mind, Future

Problem Solving, Skills USA team) **

Special Assignment/Other (ex: Key Club, ROTC drill/rifle teams) **

*** These are limited at each school; no more than 3-4; each requires written approval from District Administrator.*