2017 – 2020
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 PEORIA
SCHOOL DISTRICT NO. 150

July 1, 2017 – June 30, 2020
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SCHOOL DISTRICT 150

JULY 1, 2017-JUNE 30, 2020

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# TABLE OF CONTENTS

Preamble..................................................................................................................1
Recognition and Purpose..........................................................................................1
Wages..........................................................................................................................2
Non-Discrimination....................................................................................................2
Union Security............................................................................................................2
Grievance Procedure..................................................................................................3
Union Rights.............................................................................................................6
Seniority/Promotions/Transfers/Layoffs.................................................................7
Discipline...................................................................................................................10
Joining or Not Joining Any Lawful Organizations..................................................11
Jury Duty...................................................................................................................11
Retirement Compensation.......................................................................................12
Overtime/Call Time....................................................................................................12
Committees...............................................................................................................12
Compliance with Law...............................................................................................13
Safety and Licenses.................................................................................................13
Field Trips................................................................................................................15
Leave of Absence......................................................................................................18
I.M.R.F./Workers Compensation.............................................................................22
Authority of the Agreement.....................................................................................22
Fair-Share................................................................................................................22
Insurance..................................................................................................................23
Advanced Study/Workshops/Conferences.............................................................25
Termination Provision..............................................................................................25
Physical Fitness........................................................................................................25
Appendix A..............................................................................................................27
Appendix B..............................................................................................................29
Appendix C..............................................................................................................35
Memorandum of Understanding............................................................................36
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.

ARTICLE 2
WAGES

2.1 General
The wages for bargaining unit employees are set out in Appendix A to this agreement.

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

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.

ARTICLE 4
UNION SECURITY

4.1 Dues Deduction
The dues and Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) contributions of union members shall be deducted by the Payroll Department in accordance with the following stipulation. Payroll deductions shall be available to members of the union providing the union member shall give written consent for such deduction to the Payroll Department at least twenty-one (21) days prior to the date of the first annual scheduled payroll deduction. Written consent for dues deductions at a time subsequent to the first annual scheduled payroll deduction shall be at least ten (10) days prior to the date of any subsequent deduction date.

4.2 Number of Deductions
The dues shall be deducted in an equal amount beginning with the first payroll check in September and ending with the seventeenth payroll check thereafter.
4.3 **Responsibility**
The Union shall be responsible that the dollar amount to be deducted for each applicant is the accurate figure reported for its organization. The Union agrees to indemnify the Board of Education from claims arising from the use of funds for political action.

4.4 **Voluntary Membership**
A member of the bargaining unit shall be entirely free to join or to abstain from joining the Union and to have complete freedom to participate or not participate in the payroll deduction plan.

4.5 **Continuing Authorization**
A union member's written consent for the deduction of dues shall remain in effect until sooner cancelled by the participating union member. The payroll department shall be informed by the Union by August 15, of the amount to be deducted for the upcoming school year.

4.6 **Payment**
Payment shall be made to the Union following each pay period in which deduction is in effect. Council 31 and Local 3716 shall receive a monthly report of dues and P.E.O.P.L.E. contributions for its membership, including the member's Social Security Numbers, only upon written consent of the member.

**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 work days, 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 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 his/her immediate Supervisor. 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 immediate supervisor or designee shall meet to resolve the grievance. The immediate supervisor 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 the Transportation Department. 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 immediate supervisor or designee shall meet to resolve the grievance. The immediate supervisor 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 Director of Human Resources or designee. Such written grievance shall be submitted within ten (10) days of the Director of Transportation Department’s 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 the Transportation Department 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 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 Director of Human Resources 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.

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**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 work 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 lottery system of the Union's choosing. (Cards) For purposes of this section only, a bus driver is deemed to be hired on the day the applicant is issued his/her COL 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.

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. 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 the route has decreased more than thirty (30) minutes due to a drastic change in the route or there has been a school dropped in exchange for a different school, the District may change pay time and, if so, the employee may use his or her seniority to bump for other routes. There are no limits on bumps under this provision.

(iii) 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., i.e., kindergarten, activity, mid-morning).

(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 thereafter, and assigned on the basis of seniority.

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.

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

**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

District 150 will pay upon retirement a cash bonus in the amount of forty percent (40%) of accumulated sick leave days not to exceed 180 days. 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, if any, may be used for "creditable service" under Public Act 84-812.

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.

12.3 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 / 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.

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.

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;
2. Non-academic field trips (e.g., athletic events, competitions, marching band); and
3. 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 "no shows," 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 "no show," 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 be offered field trip rotation, provided that their field trip assignments do not create overtime.

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.

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 five (5) hours or more, the bargaining unit employee shall be paid in the amount of $7.50 per meal. The number of meals paid during a field trip shall be as follows:

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<tr>
<th>Hours Worked on First Day</th>
<th>Number of Meals Paid</th>
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<td>Greater than eight (8), up to twelve (12)</td>
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<tr>
<th>Hours Worked on Second Day (For Overnight Field Trips Only)</th>
<th>Number of Meals Paid</th>
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<tr>
<td>Greater than eight (8)</td>
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</table>
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) 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.

Any employee with one (1) day or less off per semester will receive one (1) day's pay for each semester for their normal assigned piece of work.

Drivers and Monitors who commit to work for summer 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, for which they have agreed to work.

17.2A Accumulation and Conversion
Unused sick leave shall be cumulative based upon the average of hours worked per day up to two hundred forty (240) days.

17.3 Bereavement Pay
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**

1. 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.

2. 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 (12) work weeks unpaid leave during any twelve (12) month period for one or more of the following reasons:

   a. The birth of a child of the employee and to care for the child (expires twelve (12) months after birth).

   b. 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).

   c. To care for the spouse, son, daughter, or parent of an employee, if the family member has a serious health condition.

   d. An employee is unable to perform the function of the position because of the employee’s own serious health condition.

3. 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.

4. All requests for leave due to a serious health condition shall include a certification issued by a health care provider. The certification must include:

   a. The date the condition began;
   b. Its probable duration;
   c. Appropriate medical facts;
   d. 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.

5. 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.
6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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

1. A maximum of two Personal Leave Days, per year, may be drawn from an employee's available sick leave to fulfill personal matters which cannot, through the exercise of reasonable diligence, be scheduled outside of normal work hours.

2. An employee intending to use such leave will give written notification to his/her supervisor as soon as possible, but in any case at least 24 hours prior to the day on which such leave is to be taken except under extenuating circumstances or in an emergency situation.
3. Except under extenuating circumstances, Personal Leave shall not be taken the day before or after a holiday or vacation periods.

4. An absence involving the use 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.

**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**

**FAIR-SHARE**

A. All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law. The District shall continue to deduct fair share payments from non-members for the duration of the Agreement.

B. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.

C. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union within ten (10) work days of said deduction unless required to remit a fee to the Labor Board for escrow.

D. The Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.
E. The Union and the Board shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.

F. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.

G. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions.

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

ARTICLE 21
INSURANCE

21.1 Medical Insurance

For the period of July 1, 2014, through December 31, 2014, 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 $4,599.70 toward single coverage on an annual basis, or $7,302.36 toward family coverage (employee-spouse, employee-child, or employee-family). 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 on average 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 2018, 2019, and 2020 calendar years, the
District will increase the contribution rate set forth in the Contract by the annual premium increase up to two percent (2.0%) each year.

**COVERAGE FOR CERTAIN EMPLOYEES WHO DO NOT MEET THE THIRTY-HOUR REQUIREMENT**

1. **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:

   (a) There are no routes or combination of routes totaling thirty (30) hours available to such employee at the time the employee bids; and

   (b) 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.

2. **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, 2017 and shall remain in full effect until June 30, 2020. 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 no 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

Tim Naylor, AFSCME Representative
Betina Williams, President Local 3716
Dawn Boyle, Vice-President Local 3716
Lynnette Lee, Secretary Local 3716
Randall Shaw, Treasurer Local 3716
Regina Murray, Executive Board Local 3716
Shadoe Faulkner, Executive Board Local 3716

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

President

ATTEST:

Dephne Dixon, Secretary to the Board of Education

Brian Russell, Executive Board Local 3716
## APPENDIX A
### SALARIES AND REGULATIONS FOR TRANSPORTATION EMPLOYEES

### Drivers

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**Newly hired drivers may receive credit for experience driving a school bus outside of the District (up to Year 4 on the salary schedule)**

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<td>19</td>
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* New step
Annual Longevity Pay

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<tr>
<td>5-7</td>
<td>$300</td>
<td>$250</td>
</tr>
<tr>
<td>8-10</td>
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<tr>
<td>11-14</td>
<td>600</td>
<td>450</td>
</tr>
<tr>
<td>15 plus</td>
<td>750</td>
<td>550</td>
</tr>
</tbody>
</table>

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
PEORIA SCHOOL DISTRICT

DRUG AND ALCOHOL POLICY


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 of 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.
REVISED
MEMORANDA OF UNDERSTANDING

1. The district will also make available a flexible benefit account to all bargaining unit employees who elect to participate in the group health insurance program.

2. Child Care – The District, through its appropriate designee, will agree to prepare a survey of Transportation employees to determine the interest and requisite resources which would be required to offer child care services. The parties will then review the results of the survey and determine what, if any, additional steps should be taken. By so doing, neither party agrees that child care services will be provided during the term of this Agreement.