

# AGREEMENT

between

THE BOARD OF EDUCATION  
ROCKFORD SCHOOL DISTRICT No. 205

AND

Local 1275 of Council 31 of  
The American Federation of State,  
County, Municipal Employees, AFL-CIO

July 1, 2016 through June 30, 2019



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## **AGREEMENT**

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits, and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

Effective July 1, 2016, this Collective Bargaining Agreement is made and entered into by and between Rockford School District No. 205, hereinafter referred to as "Employer" and AFSCME Council 31, AFL-CIO, for and on behalf of Local 1275 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "Union".

# **ARTICLE I - RECOGNITION**

## **Section 1 - Terms**

This contract and all of its provisions are subject to the terms of the Illinois Educational Labor Relations Act.

## **Section 2 - Union Exclusivity**

The Employer 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 Employer negotiate with employees over their hours, wages, and working conditions, except as provided herein.

## **Section 3 - Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wages and salaries, hours, working conditions and other conditions of employment for all employees in the Bargaining Unit in the following classifications:

- Route Driver
- Office/Back-up Driver
- Corner Driver

Field trip drivers have no seniority in the bargaining unit. Their names will not be on the seniority list. They will primarily drive field trips, but they may be required to drive for other purposes when no bargaining unit drivers are available.

## **Section 4 - Probationary Employees**

1. A new employee shall be denominated a "probationary" employee. A probationary period for all such new employees shall begin on the first day of employment and end after the employee has

completed ninety (90) calendar days of employment. For the purpose of this provision “days of employment” means only those calendar days of employment during the regular school year. A probationary employee may be discharged or disciplined by the Board, without recourse at any time prior to the end of the probationary period.

2. A probationary employee’s access to the grievance procedure will be limited to grievances related to pay, benefits and hours of work. Upon successful completion of the probationary period, the employee’s name will be entered on the seniority and longevity lists.

### **Section 5 - New Classifications**

The Employer 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.

### **Section 6 - Integrity of the Bargaining Unit**

The Employer recognizes the integrity of the Bargaining Unit, and will not take any action directed at eroding it. The Employer will assign Bargaining Unit work to Bargaining Unit Employees. Should the Employer determine that subcontracting Bargaining Unit work is in the best interests of the School Board due to economics or greater efficiency, the Employer shall notify the Union and provide justification and substantiation for such proposal. Upon request from the Union, the parties shall meet for the purpose of consultation concerning any proposed sub-contracting.

## **ARTICLE II BOARD RIGHTS**

### **Section 1**

The Board retains and reserves the exclusive responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States. The exercise of the Board's statutory and constitutional powers shall be subject to the provisions of law and the express terms of this Agreement. Such rights typically include but are not limited to the right:

- a) To maintain executive management and administrative control of the School District and its properties and facilities and the activities of its employees as related to the conduct of school affairs.
- b) To hire, direct, assign, transfer, evaluate, and promote all employees and to determine their qualifications and the conditions for their continued employment.
- c) Suspend, demote, discharge or take other disciplinary action against the employee for just cause.
- d) To establish, modify, or terminate programs and courses of instruction including special programs to provide for athletic, recreational and social events for students all as deemed necessary and advisable by the Board and to determine the methods and means of providing these programs and courses of instruction.
- e) To delegate authority through recognized administrative channels for the development and organization of the means and methods of job performance according to current written Board Policy or as the same may from time to time be

amended, the descriptions and duties of jobs and work classifications.

- f) To establish or modify the work schedules, the hours of work, and the duties, responsibilities and assignments of employees with respect thereto.
- g) The exercise or non-exercise of the rights hereby retained by the Board shall not be deemed to waive any right vested in it by the statutes and Constitutions of the State of Illinois and the United States.

## **Section 2**

The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

## **ARTICLE III - NON-DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, marital or parental status, sexual preference, union activity, handicap, or other non-merit factors.

## **ARTICLE IV UNION SECURITY**

### **Section 1 - Checkoff**

The Employer agrees to deduct bi-weekly Union Dues and P.E.O.P.L.E. contributions from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union, request in writing that such deductions be made. The Union shall certify the current amount of deductions.

The amount of the above employee deductions shall be remitted to AFSCME Council 31, 615 S. Second Street, P.O. Box 2328, Springfield, Il. 62705-2328, after the deduction is made by the Employer with a listing of the employees, the employee names, address, the employee's identification number, and the amount of the individual employee deduction(s). The information shall be provided in an agreed upon secure electronic form.

## **Section 2 - Fair Share Deductions**

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay, in lieu of dues, the proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted bi-weekly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of union members.

## **Section 3 - Religious Exemption**

Should any employee be unable to pay his or her contribution to the Union based upon bona-fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to the employee's fair share shall be paid to a non-religious charitable organization mutually agreed upon by the

employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

#### **Section 4 - Notice and Appeal**

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Each year upon request by the Union, the employer will provide the Union with a current list of all bargaining unit employees and employees who are fair share, including their home addresses.

#### **Section 5 - 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.

### **ARTICLE V GRIEVANCE PROCEDURE**

#### **Section 1 - Grievance**

- a) A grievance is defined as any difference, complaint, or dispute between the Employer and the Union or any employee regarding the application, meaning, or interpretation of this Agreement or arising out of other circumstances or conditions of employment.
- b) Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s).

## **Section 2 - Grievance Steps**

### **Step 1**

Grievances shall be presented in writing to the Grievant's Terminal Manager not later than ten (10) working days from the date the grievant(s) became aware of the occurrence giving rise to the complaint. The Terminal Manager shall render its written response to the party processing the grievance within five (5) working days after the grievance was originally presented.

### **Step 2**

In the event the grievance is not resolved in Step 1, it may be presented in writing to the Director of Transportation within five (5) working days from the Step 1 response or the date the Step 1 response was due, whichever is earlier. Within five (5) working days of the grievance being presented to Step 2, the Director of Transportation shall discuss the grievance with the appropriate representative. The Director of Transportation shall render a written response to the grievance within five (5) working days after such discussion is held.

### **Step 3**

If the grievance is still unresolved, it may be presented by the Union to the Superintendent of Schools or his designee in writing within five (5) working days after receipt of the Step 2 response or after the Step 2 response was due, whichever is earlier. Within five (5) working days after receipt of the grievance, the parties shall meet to attempt to resolve the grievance. The Superintendent of Schools or his designee shall render a written response to the grievance within ten (10) days following the meeting.

### **Step 4**

If the grievance is not settled in accordance with the foregoing procedures, the Union may refer the grievance to arbitration within ten (10) working days after

the receipt of the Step 3 response or after the Step 3 response was due, whichever is earlier.

- a) The parties shall attempt to agree upon an Arbitrator, within five (5) working days after receipt of notice of referral; and in the event the parties are unable to agree upon an Arbitrator within said five (5) working day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel of five (5) Arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike the second name, and so on until one name remains, who shall be the Arbitrator. The Arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that a time and date be set subject to the availability of the Employer and the Union. All arbitration proceedings shall be held at the Board of Education Administration Building unless the parties mutually agree otherwise.
- b) The Arbitrator shall have no power to add to, subtract from, or modify in any way the terms of this agreement.
- c) The fees of the Arbitrator shall be borne equally by the parties.
- d) The award of the Arbitrator shall be final, conclusive, and binding upon all affected parties.

### **Section 3 - Time Limits**

a) Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not appealed within the designated time limits (and where there has been no mutual agreement of

extension) shall be treated as withdrawn grievances.

- b) Time limits at any or for any hearing may be extended by mutual agreement of the parties involved at that step.
- c) In those circumstances where the appropriate Employer's representative is not available and the unavailability would negatively affect time lines, the Employer shall appoint a designee or the grievance shall be forwarded to the next step.

#### **Section 4 - Special Grievances**

- a) Grievances concerning discharge or suspension may be initiated at Step 3 of the Grievance Procedure.
- b) Issues which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the appropriate advance Step where the action giving rise to the situation was initiated.
- c) When an issue arises from an action or decision by a Department other than the Department of Transportation (such as a decision of the Human Resources Department regarding the application of FMLA leave) a grievance may be initiated at Step 2 and filed with the Director of the Department where the action or decision giving rise to the grievance occurred.

### **ARTICLE VI UNION REPRESENTATION**

#### **Section 1 - Stewards & Union Representatives**

- a) Activity During Working Hours - When grievance meetings, labor management meetings and meetings of committees established by

- this contract are held at the employer's request during working hours, then employees shall be paid for such time. This includes attendance at such meetings by employees acting as Union representatives, stewards, witnesses or grievants. Nothing shall prevent the employer from holding such meetings outside of working hours.
- b) Notification - The Union shall notify the Employer of its designated stewards or Union representatives within thirty (30) days of the effective date of this Agreement and thereafter when changes occur.
  - c) Time Off for Union Activities - Local Union representatives shall be allowed time off without pay or be allowed to use Article XIII, Section 6, personal leave time for legitimate Union business such as Union meetings, State or International Conventions, and AFSCME Council 31 functions, provided such representative(s) shall give reasonable advance notice to the Director of Transportation or Terminal Manager and the scheduling of the meeting does not unreasonably interfere with the delivery of transportation services.

## **Section 2 - Union Bulletin Boards**

The Employer shall provide bulletin boards and/or space in the Driver's Room. The board(s) shall be for the sole and exclusive use of the Union.

## **Section 3 - Information Provided to the Union**

Following each Board of Education meeting, the Board Personnel Report of personnel transactions involving bargaining unit employees and new hires will be made available on the Rockford Public School's

website. Upon written request of the Union, the District will provide home addresses and telephone numbers of identified bargaining unit employees or new hires. It is also agreed that once a year upon the written request of the Union, the Employer shall provide the listing of all current Bargaining Unit employees with their home address and telephone number, job title, rate of pay, and seniority date.

#### **Section 4 - Distribution of Union Literature**

During employee non-working hours, he/she shall be permitted to distribute union literature to other employees so long as it does not substantially interrupt the work of those employees.

#### **Section 5 - Access by Union Representatives**

With prior notice duly authorized representatives of AFSCME shall have the right to transact official business on the Transportation premises providing such business does not interfere with the Transportation process.

#### **Section 6 – Board Mailing System**

The Union shall be permitted to use the internal email system of the school district to communicate official union business to bargaining unit employees. Such use shall be consistent with Board policy, including the policies on electronic use, ethics, and non-harassment/non-discrimination.

#### **Section 7 – New Employee Orientation**

A Union representative will be allowed a reasonable amount of time to speak at any employee orientation meeting.

## **ARTICLE VII LABOR/ MANAGEMENT COMMITTEE MEETINGS**

### **Section 1**

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. The requesting party shall prepare and submit an Agenda no later than three (3) days prior to the scheduled meeting. The meetings shall be scheduled at a time, date, and place of mutual agreement.

### **Section 2**

All employees will be provided with a current job description. The Employer will also post job descriptions on the District's website.

### **Section 3**

Drivers will be subject to drug and alcohol usage testing upon employment, on a random basis thereafter, and following involvement in any accident. The Board will notify the Union, in advance and in writing, of any changes in the identity of the testing facility used by the Board for such testing; the Union will promptly notify the Board of any objections to the new testing facility, but an objection by the Union shall not limit the Board's discretion to select a testing facility. The drug and alcohol usage testing program will not be less than that required under the Omnibus Transportation Employee Testing Act of 1991. Any post-accident or random testing done under federal law shall be at District expense.

## **ARTICLE VIII WORK RULES**

### **Section 1**

All work rules shall be fair and reasonable and shall not conflict with the terms of this Agreement.

### **Section 2**

Such work rules will be subject to changes, additions or deletions by the Employer as the Employer's judgment, conditions or experience dictates. The Employer will not make any such changes, additions to or deletions from existing work rules or create any new work rules without first notifying the Union and consulting with the Union about such changes, additions or deletions of new work rules. All such work rules will be subject to the grievance procedure.

## **ARTICLE IX – DISCIPLINE**

### **Section 1 - Definition**

This section 1 does not apply to sick day violations inasmuch as the District and Union have agreed on different discipline steps for sick day policy violations. (See Section 6 herein). The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- a. Oral reprimand;
- b. Written reprimand;

Oral and written reprimands shall be recorded on a standard form.

- c. Written suspension;
- d. Written discharge.

Discipline is the sole and exclusive responsibility of the employer. However, no employee shall be disciplined or discharged except for just cause. While progressive discipline is preferable, there may be instances where it cannot be applied and where the employer is warranted in taking more severe disciplinary action immediately including discharge.

## **Section 2 - Manner of Discipline**

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee.

## **Section 3 - Representation**

Employees shall be allowed Union representation at any meeting or interview which he/she feels may result in discipline.

## **Section 4 - Polygraph**

No employee shall be required to take a polygraph examination as a condition of obtaining or retaining employment.

## **Section 5 - Personnel Files**

Although it is recognized that certain personnel records must be kept at each work station for each employee covered by this Agreement, there shall be only one official personnel file kept by Employer in the Human Resources Department of Employer, and all evaluations are to be placed in this file. Upon reasonable notice during office hours, an employee or a Union representative who has been authorized in writing by the employee may examine the official personnel file of employee. The Union and the employees shall not abuse the privilege by repeated examinations. In the

event copies are requested by the Union or employee, they shall pay the usual and customary rate to the Employer for such copies.

The contents of an employee's official file shall not be released to another employer without the express written permission of that employee. Employer shall give notice to employee at employee's last known address of any materials placed in employee's official personnel file.

### **Section 5a - Removal of Discipline**

Written warnings shall be removed from consideration for further discipline for purposes of this Article after one (1) rolling calendar year of actively working provided that the employee has not received additional discipline for the same offense within that one (1) rolling calendar year period. Worker's compensation leave shall be considered actively working.

This section 5a does not apply to sick day violations inasmuch as the District and Union have agreed on a different condition for removal of sick day policy violations. (See Section 6 herein).

### **Section 6 - Sick Day Policy**

When a driver exceeds his/her allotted sick days, the District will take the following progressive steps:

When completely out of sick days:

1st occurrence - Verbal Warning

2nd occurrence - Written warning

3rd occurrence - Three day paper suspension

4th occurrence - Five day paper suspension

5th occurrence - Termination

**Exceptions:**

1. Any approved leave
2. /Hospital Stay of Employee or Employee's spouse, child or parent
3. Workers' Compensation
4. Court Proceedings
5. Outpatient Surgery
6. Any absence for which the District is required to provide a reasonable accommodation
7. Two emergency room visits of Employee in each school year.

Discipline issued to employees under the Sick Day Policy carries over from school year to school year. However, if a driver goes 75 work days actively working without incurring any discipline, he/she shall have one occurrence removed from consideration. Thereafter, for each successive 75 work day (actively working) period which passes without the occurrence of any discipline, an additional occurrence shall be removed from consideration. In the event twelve (12) consecutive months of active employment pass without incurring any discipline under the Sick Day Policy, all the disciplines he or she has will be removed from consideration; and the driver will start over on progressive discipline.

Any District-authorized exceptions would be in writing and available for the Union President to review.

**ARTICLE X – HOLIDAYS****Section 1**

Employees whose normal work schedule is twenty-five (25) hours or more a week shall be compensated with pay for all holidays that are listed on the approved

school calendar. To qualify for holiday pay, employees must work his/her regularly scheduled hours last scheduled day before and the first scheduled day after the holiday. For Office / Back-up / Corner Drivers, Holiday Pay shall be based upon their pay on the last day the Driver worked a regular route.

Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
New Year's Day  
M.L. King's Birthday  
Lincoln's Birthday  
C. Pulaski's Birthday  
Good Friday  
Memorial Day  
Independence Day\*

\* payable only to those Drivers regularly assigned routes during the summer months, including regularly scheduled back-up Drivers working during the summer months.

For all work performed on one of the above listed holidays, eligible employees shall be paid at the rate of time and one-half their appropriate rate of pay.

A holiday falling on a Saturday will be observed on the previous Friday; and a holiday falling on a Sunday will be observed on the following Monday, unless the Friday or Monday (whichever the case may be) is a scheduled school day, in which event the holiday will not be observed.

In the event that the District's calendar includes Casmir Pulaski's Birthday and in the event the District receives a waiver for Casmir Pulaski's Birthday and school is conducted, then bargaining unit members shall work on Pulaski's Birthday and shall receive either an additional day on Christmas Eve Day or holiday pay for one (1) day during the Spring Break.

## **Section 2 - Eligibility**

All employees shall be eligible for holiday pay if the employee has been employed by the School District for at least thirty (30) working days (except for the Independence Day Holiday as noted above).

## **Section 3 - Qualifying Conditions**

To qualify for Holiday pay, an eligible employee must work his/her full schedule of hours on his/her last scheduled work day before the holiday and he/she must work his/her full schedule of hours on his/her first scheduled work day after the holiday; provided, however, that absence on either such day caused by any of the following conditions shall not result in disqualification:

1. Illness (Board may require a physician's statement.)
2. Death in the immediate family (see list of family members in Article XIII.)
3. Appearance in court on District's business or jury duty.
4. Time off for official Union business when requested by the Union President and authorized by the School District.
5. In the event of documented personal emergency provided that the Director of Transportation or Terminal Manager approve the reason and documentation for the absence.

6. For the purposes of this Article an Employee is eligible for holiday pay in the event the District is closed as a result of snow or where the Employee is on an approved paid leave on the date before or after a holiday.

## **ARTICLE XI – SENIORITY**

### **Section 1**

Seniority for the purposes stated in this Agreement consists of employee's length of continuous service with the Employer since his or her most recent date of hire with Employer.

### **Section 2**

A list of employees and their seniority within each category shall be established and maintained by the Employer's Human Resources Department. Such list shall be available to the Union upon request.

### **Section 3**

In the event of recall or vacancies, the employees who have been laid off shall be immediately notified. The one best qualified for the position shall have preference. In the event the qualifications of applicants are substantially equal, the one with the most seniority with Employer shall be preferred. The Employer shall maintain the list of laid off employees (including those passed over) for two years.

### **Section 4**

There shall be no loss of seniority due to layoff or approved leave; provided, however, that an employee who is absent from work for a leave of absence or who is inactive from work for any other reason (except by

reason of a leave allowed pursuant to Article XVIII, Section 3) for a period in excess of eighteen (18) months shall be considered to have resigned from employment and that employee's seniority shall cease.

### **Section 5**

For breaks in service other than the normal summer break, such time away from work shall be deducted from the employee's cumulative years of service.

### **Section 6**

When an employee completes his/her probationary period, his/her seniority shall accrue to the original date of hire.

## **ARTICLE XII HOURS OF WORK AND OVERTIME**

### **Section 1 - Regular Bus Runs**

Regular bus runs shall consist of picking up and delivering of students along an established route to and from school.

- a) The bid day for all schools shall be at least two (2) weeks prior to the start of the regular school year. All bus runs shall be posted for drivers to bid on "bid day"; those runs that are subject to having additional responsibilities added to them shall be so noted by the Director of Transportation or his designee at the time that the runs are posted for bid.

Those runs that are subject to having more than fifteen (15) minutes added to them shall be so noted by the Director of Transportation or his designee at the time the runs are posted for bid. After a route has been assigned, the employer will not add more than

fifteen (15) minutes to the beginning of the route time unless the route was noted as set forth in this Section and/or will not add more than fifteen (15) minutes to the end of the route time unless the route was noted as set forth in this Section.

- b) Selection of routes shall be by seniority as defined in Article XI (Seniority).
- c) All vacancies on runs of five and one quarter (5 1/4) hours or more will be posted with the understanding that a driver may bid only on one such run in any school year after their initial bid. After the initial bid, a driver may bid any number of posted runs until such time as his or her bid is successful on one of these posted runs. The successful bid shall count as the one additional run after the initial bid.
- d) When a driver loses pay after the original bid in any year because the driver's run has been shortened, the driver shall have priority to bid on the next open run that will restore the driver's lost pay. This provision will not apply if a driver voluntarily takes a shorter run and/or if the driver refuses a run during the course of any year.
- e) All drivers bidding on route selection day will receive one hour of straight time pay for such participation.
- f) All activity runs will be posted provided that all routes are over 5 1/4 hours. The District reserves the right to equalize those runs which are under 5 1/4 hours before posting all activity runs. If a driver with less than 5 1/4 hours work assignment is involuntarily assigned an activity run and then a noon run becomes available, the driver may then bid on the noon run in place of the activity run in order to make the 5 1/4 hour guarantee.

- g) Work Days shall be defined as the equivalent of student attendance days (i.e., up to 176 days), and Holidays as recognized in Article X of this Agreement (i.e., up to 13 days). In addition, with the mutual agreement of the employee, employees may be required to work up to four (4) Institute Days, two (2) parent teacher conference days and two (2) School Improvement Planning Days. Prior to the start of each school year all drivers may be required to attend up to four (4) work days (which may include, but shall not be limited to, a mandatory drivers' meeting, up to three (3) days of "dry runs" and/or other meetings, trainings, etc.). Bus Drivers may be required to work during non-student attendance days for other orientation, training, and/or meetings. Bus drivers who work such days and/or before or after their regularly scheduled work hours shall be compensated for their participation consistent with the terms and conditions of this Agreement.

## **Section 2 - Minimums**

Regular backup drivers shall be guaranteed a minimum of five (5) hours per day unless such driver(s) request less.

Drivers shall be guaranteed no less than five and one-quarter (5 1/4) hours per day.

Regular back- up drivers shall perform those non-driving assignments given to them at the terminal when not required to drive.

## **Section 3 – Field Trip Selection**

When special trips and/or routes are required, drivers shall be allowed initially to bid on such trips by seniority. Drivers shall be compensated at their regular rate of

pay for all time spent while riders are participating in the function of the special trip. If regular drivers do not take field trips, field trip drivers will be used.

#### **Section 4 - Late Arrival**

A driver shall be allowed to drive his/her route if he/she arrives within five (5) minutes of his/her required starting time.

Should a driver arrive after this five (5) minute “threshold” in the A.M. and arrives or calls one (1) hour prior to the next scheduled run, the driver shall be allowed to drive his/her noon or P.M. route on the first offense of the tardiness or no show, no call.

If a driver calls during or prior to the five (5) minute “threshold”, the driver will be assigned as a back up driver and be granted an additional fifteen (15) minutes unpaid “threshold” in order to get to work.

Two late arrivals during a sixty (60) working day period will be treated as a “no call, no show” for purposes of this Article. If a driver calls during the five (5) minute “threshold” but refuses to work as a back up driver or fails to come to work as a back up driver during the “15 minute threshold”, the driver will be charged a “no call, no show”.

On the first occurrence of a no show or no call, a driver will receive a written reprimand. On the second occurrence of a no show, no call, the driver will be suspended for 3 working days. On the third occurrence of a no show, no call, the driver will be discharged. Exceptions to the foregoing will be granted in the event a driver presents reasonable evidence of his or her inability to call in.

#### **Section 5 - Emergency Situations**

On all days designated as emergency situations

that result in school being called off, drivers who appear prior to check-in time for scheduled work shall be compensated as though they had worked for a period of two (2) hours. Drivers are expected to monitor their personal radio for school cancellation information.

### **Section 6 - Overtime**

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 during a week shall be compensated at one and one-half (1-1/2) times the driver's regular rate. Drivers working "weekend/holiday duty" shall receive a one hundred dollar (\$100.00) additive for each day scheduled as "weekend/holiday duty".

### **Section 7 - Summer Work**

To the extent possible, custodial summer work will be offered to Bargaining Unit employees during the summer prior to offering it to individuals not normally employed by the School District.

Other summer work at the terminal or driving will be offered to employees on the basis of seniority and ability to do the work required. The provisions of Article XIII - Leaves from Work will not apply to such other summer work, and employees performing such work will be paid on the basis of actual hours involved with no guarantees.

However, when the summer work is performed by a bargaining unit member who is also employed during the school year, bereavement and jury leaves (Sections 4 and 7 of Article XIII) will be granted to him or her if the need arises; and he/she may use any sick leave that he or she earned during the school year.

An employee's emergency absence, where the

reason has been approved by the Director of Transportation or his designee, will not prohibit the employee from being eligible for future summer work. Sick leave may be used without such approval when working for Buildings and Grounds.

### **Section 8**

Nothing in this Article shall prohibit the Employer from taking the following step: reassigning drivers to routes if, in the Employer's opinion and after the Union is notified, such is necessary due to conflicts between a driver(s) and the parent(s)/legal guardian(s) of one or more children.

## **ARTICLE XIII LEAVES FROM WORK**

### **Section 1**

All bargaining unit members who are eligible to participate in IMRF under the "600 Hour Standard" shall be entitled to sick days as set forth in Section 2. If any such employee covered by this Agreement does not use the full amount of sick leave thus allowed, the unused amount shall be allowed to accumulate to one hundred eighty (180) days. Any unused time shall be liquidated and paid to the employee upon retirement.

### **Section 2**

Each bargaining unit member who is on the payroll as of the start of the school year shall be advanced five and one half (5 1/2) sick days effective as of the start of the school year and five and one half (5 1/2) sick days effective as of January 1. If an employee is hired after the start of the school year, that employee will be advanced pro rata sick days up to a maximum of five and one half (5 1/2) sick days per each semester

employed.

Sick days will be granted in minimum half-day increments.

Effective July 1, 2009, each bargaining unit member who is on the payroll as of the start of the school year shall be advanced six (6) sick days effective as of the start of the school year and six (6) sick days effective as of January 1. If an employee is hired after the start of the school year, that employee will be advanced pro rata sick days up to a maximum of six (6) sick days per each semester employed.

### **Section 3**

- a. A sick day may be used when the driver is sick or when the driver is unable to come to work because he or she must care for a sick spouse, child or parent of the driver.
- b. A physician's statement may be required for an absence of more than three (3) consecutive work days.
- c. If an employee has exhausted his or her sick days, the employee is subject to the progressive discipline set forth in the Sick Day Policy.

### **Section 4**

Should a death occur in a driver's immediate family the driver shall be allowed up to 3 days absence with pay at the time of death if it causes the driver to be away from normally scheduled work. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, step-parents, step-children and foster children living in the household.

## **Section 5**

A driver will lose his/her run following an absence of thirty (30) consecutive working days. This provision will not apply to those drivers who are absent from work as a result of a work-related injury (on approved worker's compensation leave).

## **Section 6 - Personal Leave**

All employees will be allowed three (3) of their sick days to use as personal leave for the purpose of handling personal affairs which cannot be transacted on the weekend or after school hours. Personal leave shall be granted on request except on the day preceding or following a legal or special holiday and/or the first or last day of school. A written request stating the reason shall be submitted to the Director of Transportation or a designee for approval. An employee will be allowed to use one (1) day of their personal leave to attend their child's or step-child's graduation even if that day falls on the last day of school or preceding or following a holiday. Employees shall be allowed to use personal leave time on snow/emergency or institute days which would otherwise be unpaid days.

## **Section 7 - Jury Leave**

An employee who is called for jury service or who is required by law to appear for examination by a jury commission prior to such jury service will be excused from work. Such employee will be reimbursed for the difference between his normal pay for the time lost due to jury service and the amount received as a juror.

## **Section 8 - Family and Medical Leave Act**

Certain of the leaves provided in this agreement may be covered by the requirements of the Family

and Medical Leave Act of 1993 (“FMLA”) and will be available to all bargaining unit members who meet the eligibility requirements of the Act (e.g., having worked at least 1250 hours in the preceding 12 month period). The FMLA requires that eligible employees be provided with twelve (12) weeks of leave in any twelve (12) month period for qualifying events. Procedures for intermittent leave, notice requirements, medical certification, and forms to be submitted shall be according to District policy.

Qualifying events under the FMLA are:

- a. The birth and first year care of a son or daughter;
- b. The adoption or foster placement of a child;
- c. The serious health condition of an employee’s spouse, parent or child;
- d. The employee’s own serious health condition.

The employee must request leave in writing as soon as the need for the leave is known.

The employee shall provide the employer with reasonable advance notice of his/her intent to return to work. Leave under the FMLA runs concurrently with sick leave, personal leave, medical and other leaves.

### **Section 9 - Unpaid Midday Activities**

Drivers having a midday run and/or an activities run that starts after 5 p.m. will be allowed, with prior approval, to take off their midday run only or their activity run starting after 5 p.m. only, without pay, up to three (3) times in one (1) school year at the sole discretion of management. In all but emergency situations, approval shall be sought at least one (1) day prior.

### **Section 10**

It is understood and agreed that predictable regular

attendance is an essential function of bargaining unit jobs. Except for approved leave for hospitalization, workers compensation injuries and serious illness or injury verified by District selected medical examiners and purposes specified under the Family Medical Leave Act, drivers exceeding their accumulated sick leave will be subject to progressive discipline.

### **Section 11**

Drivers shall not be allowed to be absent in order to engage in other personal employment.

### **Section 12 - Medical Leave**

Employees who have exhausted their accumulated sick leave days, but are unable to report to or back to work because of continuous illness or injury, may receive a disability leave without pay for a period of up to three (3) months which may be extended up to a total of eighteen (18) months. To qualify for such leave, the employee must report the disability as soon as the need for leave becomes known.

During the medical leave, employees will retain seniority and health care benefits as if they were actively working. Provided, however, that during the portion of the leave time that exceeds twelve weeks, employees shall continue to make monthly payments for single, employee plus spouse, or employee plus family health and dental coverage as if they were actively working. The employee on medical leave will be returned to the position he or she held prior to the leave, provided the employee gives notice and returns from the leave within ninety (90) days.

Except as otherwise required as a reasonable accommodation for a qualified individual with a disability, probationary employees are ineligible for a leave of absence under this section.

### **Section 13 – Maternity Leave**

After completion of six months of continuous employment, an employee shall be eligible for maternity leave without pay for a period of one (1) year, provided that as part of the application for maternity leave the employee files a written statement of intent to return to the District employment at the conclusion of the leave. The employee may return to work at an earlier date (i.e., prior to expiration of one year), if mutually agreed by the District and employee. The period of time between the day an employee leaves her duties based upon doctor's advice and the day she is able to return to her duties based upon doctor's advice, qualify for paid sick leave, if such days are available.

If the employee fails to return to work at the conclusion of the maternity leave without good cause, the employee will be obligated to refund the portion of the District's contribution for medical/dental insurance made on behalf of the employee/spouse/family during the period of the maternity leave.

The employee, while on leave, shall maintain seniority, insurance benefits, accumulated sick days to date and all other accrued rights and benefits provided in this agreement.

No employee shall be required to terminate her work solely because of her pregnancy unless her doctor certifies she is unable to continue at work. The District shall have the right to require that a pregnant employee be examined by its physician with respect to her ability to continue her duties. Thirty (30) days after the District's receipt of written notice advising that the employee wishes to return to work from maternity leave, the employee shall be reinstated without loss of seniority to her original job if is vacant or to an equivalent position with equivalent pay, provided such a position is exists.

## **Section 14**

Employees who have accrued in excess of fifteen (15) sick days may use any such excess sick days during the winter break period and during the spring break period (i.e. Special Holidays). Employees who choose to apply their excess sick days to the winter and/or spring break must submit a written request to their supervisor in advance of the break period.

## **ARTICLE XIV LAYOFF AND RECALL**

### **Section 1**

Layoffs shall be made in the inverse order of seniority. No regular driver will be laid-off until all probationary, temporary and/or part-time employees are laid off.

### **Section 2**

Recalls shall be according to seniority and no one will be hired until all laid-off employees have been called back to work.

## **ARTICLE XV - INSURANCE AND OTHER BENEFITS:**

### **Section 1**

Premiums will be deducted in equal installments from the first two paychecks of each month of the academic year (i.e., September through May). Monthly premiums shall be paid in equal installments such that employee premiums will be prorated across a 9 month period thereby providing coverage across a 12 month period.

PPO-500 Wellness: Employees who enroll in PPO-500 Wellness Plan will pay monthly premiums equal to seventeen and one-half percent (17.5%) of the total health insurance premium cost applicable to each

coverage level (i.e., employee, employee & child, employee & spouse; and family). If the employee opts to not participate in the Wellness plan, they will pay monthly premiums equal to twenty percent (20%) of the cost of the plan.

PPO-500 Wellness: Through June 30, 2018, employees who enroll in PPO-500 Wellness Plan will pay monthly premiums equal to seventeen and one-half percent (17.5%) of the total health insurance premium cost applicable to each coverage level (i.e., employee, employee & child, employee & spouse; and family). If the employee opts to not participate in the Wellness program they will pay monthly premiums equal to twenty percent (20%) of the cost of the plan. As of July 1, 2018 the PPO-500 plan (including the PPO-500 Wellness program) will be discontinued.

In addition to the PPO-500 Plan (which shall be discontinued effective July 1, 2018) the Employer will have two additional health insurance plans (i.e., a higher deductible PPO plan (PPO 1000) and a high deductible health plan (HDHP) with a health savings account (HSA). The PPO 1000 and HDHP shall have the following premiums.

Rates as of July 1, 2017 (9 month employees)

Category	PPO-500 wellness	PPO-500 non-wellness	PPO-1000 wellness	PPO-1000 non-wellness	HSA
Employee	17.5%	20%	\$47.16	\$62.88	\$0
Employee + children	17.5%	20%	\$126.10	\$165.52	\$0
Employee + Spouse	17.5%	20%	\$134.09	\$175.99	\$0
Family	17.5%	20%	\$218.20	\$278.81	\$0

As for the HDHP Plan, the District will contribute the following sums in the employee's HSA account in accordance with the Plan criteria:

	HSA	HSA Wellness
Employee	\$ 400	\$ 650
Employee + Ch	\$ 600	\$ 1150
Employee + Sp	\$ 700	\$ 1200
Employee + family	\$ 800	\$ 1500

In addition to the above noted changes in premiums, the District's healthcare plans shall be changed to reflect the following:

1. Pharmacy Steerage: Employees who use CVS or Walgreens will pay an additional \$10 copay per prescription.
2. Emergency Room Co-Pay: \$200.00 per visit
3. Tele-doc: This program shall be instituted and the co-pays shall be the same as for an office visit.

Employees who do not elect Medical Insurance, shall pay the following monthly premiums for Dental Insurance in equal installments such that employee premiums will be prorated across a 9 month period thereby providing coverage across a 12 month period:

**Dental Only**

9 mth

Employee	\$7.00
Employee + Ch	\$13.51
Employee + Sp	\$14.00
Employee + family	\$20.00

For Employees who take insurance, half of the monthly premium payment for insurance will be deducted from the first two paychecks of each month. In the event of a third paycheck in a month, there will be no insurance premium deducted unless there is a refund or deduction to correct a specific situation.

Employees who participate in the Wellness Plan will be required to earn 100 points annually.

The District has designed the Wellness Plan to cover wellness exam benefits at 100% if done by an in-network provider. The wellness exam benefits are not subject to a deductible, co-insurance or co-pay so long as the provider is able to code the visit as "wellness" and so long as exam is not diagnostic in whole or in part.

If the Employer grants more favorable health insurance deductibles, out of pocket maximums, co-insurance, Physician Office Visit Co-Pay, and Prescription Drug terms to other employee groups following the ratification of this Contract Addendum, then Employees shall be entitled to receive the more favorable health insurance deductibles, out of pocket maximums, coinsurance, Physician Office Visit Co-Pay, and Prescription Drug terms. The required extension of terms and conditions of employment during the course of bargaining an open contract is exempt from this provision.

## **Section 2**

Employees who are eligible according to State law will be covered by IMRF.

## **Section 3**

The Employer will protect employees from suits or damages from suits which may arise from an em-

ployee's non-negligent performance of his/her normal or assigned duties.

## **ARTICLE XVI HEALTH AND SAFETY**

### **Section 1**

The Employer agrees to provide a healthful and safe working environment for its employees which shall include but not be limited to maintaining and performing regular bus safety.

### **Section 2**

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.

### **Section 3**

The Employer shall have the right to publish, from time to time, reasonable rules and regulations for the health and safety of employees. Such rules as published will be subject to changes, additions, or deletions by the Employer as the Employer's judgment, conditions or experience dictate.

## ARTICLE XVII WAGES

### Section 1 - Rates

Effective January 27, 2017::

a) Probationary to 1 year	\$14.00
1 Thru 2 yrs	\$14.00
3 yrs	\$14.00
4 yrs	\$14.37
5 yrs	\$14.75
6 yrs	\$15.14
7 yrs	\$15.51
8 yrs	\$15.92
9 yrs	\$16.33
10 yrs	\$16.77
11 yrs	\$17.22
12 yrs	\$17.68
13 yrs	\$18.16
14 yrs	\$18.65
15 yrs	\$19.17
16 yrs	\$19.85
17 & over	\$20.88

b) The step increase for each employee shall be effective July 1 of each year.

c) Employees become eligible for an increase on their base pay as a result of longevity with the District. Eligibility for longevity pay will be based on the employee's particular anniversary of certification of the employee's appointment with the District in accordance with the below schedule:

12 years = an additional 2% increase to base pay  
17 years = an additional 2% increase to base pay  
(for a cumulative amount of 4%)  
22 years = an additional 2% increase to base pay  
(for a cumulative amount of 6%)  
27 years = an additional 3% increase to base pay  
(for a cumulative amount of 9%)

The maximum an employee's base pay will be increased via longevity pay will be a cumulative amount of 9% over 27 years of service.

In addition to the above, an employee with less than 5 complete school years of service to the District who is absent for not more than three (3) of the involved employee's full and/or partial scheduled work days during an entire semester of the school year, regardless of the reason for the absence, shall be eligible for a \$500.00 bonus for that semester. Where eligible, the employee shall receive payment for the bonus following the close of the involved semester. There shall otherwise be no pro-ration of the bonus amounts set forth in this paragraph for partial semesters worked.

Additionally, an employee with 5 or more complete school years of service to the District who is absent for not more than three (3) of the involved employee's full and/or partial scheduled work days during an entire semester of the school year, regardless of the reason for the absence, shall be eligible for a \$250.00 bonus for that semester. Where eligible, the employee shall receive payment for the bonus following the close of the involved semester. There shall otherwise be no pro-ration of the bonus amounts set forth in this paragraph for partial semesters worked.

## **Section 2- Starting Wages and Rehires**

All new employees (including rehires) shall be paid in accordance with the number of years of equivalent experience as set forth in Section 1.

## **Section 3- Pay Dates**

Employees shall be paid bi-weekly. The pay period shall be Thursday through Wednesday. Employees who do not elect to receive their pay via direct deposit shall have their pay checks mailed on the same day as those employees receiving direct deposit to a location as directed by the respective employee. Employee pay stubs will be accessible online effective July 1, 2017. An Employee who wishes to receive a paper copy of his / her pay stub must submit a written request to the Payroll Department. In its discretion, the Employer may make paychecks available to employees on the last work day preceding a holiday when the holiday falls on a regular payday.

# **ARTICLE XVIII MISCELLANEOUS PROVISIONS**

## **Section 1 - Printing of the Agreement**

The Employer shall print and distribute copies of this Agreement to each Bargaining Unit employee. An additional ten (10) copies shall be provided to the Union.

## **Section 2 - Necessary Equipment**

The Employer shall provide the following equipment to all drivers:

- Flashlight
- Broom

Long-handled ice scrapers  
Paper towels  
Cleansers  
Vo-Ban

### **Section 3 - Union Leave**

The Employer shall grant requests for unpaid leaves of absence for the purpose of serving as AFSCME representatives for up to a maximum of two (2) years.

### **Section 4 - Commercial License**

The Employer shall reimburse driver for excess cost of commercial license (if required) over regular drivers license cost. If driver fails to pass probation, then Employer may deduct this reimbursement from driver's final check. Reimbursement will be in a timely manner.

Drivers are required to maintain a valid license or permit at all times. A driver who no longer has a valid license or permit shall be permitted to take unpaid leave for up to a maximum of ten working days in which to regain his or her license or permit. Failure to regain the license or permit by the tenth day shall result in termination.

### **Section 5 - Route Equalization**

If there is a situation where there are two buses at a school scheduled to depart at approximately the same time with similar destinations, the routes may then be equalized between the two buses.

### **Section 6 – Tuition Waivers**

Tuition waivers are maintained and processed through the Human Resources Department. Such waivers are made available to eligible employees on a first come, first serve basis. The District shall notify the Union in a timely fashion, if the opportunity and

availability to participate in the tuition waiver program is expanded to include members of the bargaining unit. The District agrees to negotiate with the Union over the impact of such action.

## **ARTICLE XIX RIGHTS OF EMPLOYEES**

### **Section 1**

The Illinois School Code provides that Boards of Education shall indemnify and protect employees of school districts against death and bodily injury and property damage, claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board of Education.

### **Section 2**

Appearances in court, under subpoena, in litigation matters arising out of a current employee's employment by the school district will not result in loss of wages or accumulated leave. The difference between regular wages and any subpoena or witness fees received will be paid by the Board. If time spent exceeds regular work day, affected employee will be compensated for all hours involved.

### **Section 3**

Whenever a bus driver is absent from work as a result of physical incapacitation, hospitalization, or resulting court appearances and/or legal consultation caused by assault and/or battery of a staff member occurring within the scope of employment or while under the direction or supervision of the Board of Education or Administration, said bus driver shall not

be charged personal illness leave for such absences if such absence is verified by a competent physician as solely related to the assault in question. No more than ten (10) days of such absence shall be allowed for any one occurrence.

## **ARTICLE XX AUTHORITY OF THE AGREEMENT**

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

## **ARTICLE XXI NO STRIKE OR LOCKOUT**

### **Section 1 - No lockouts**

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

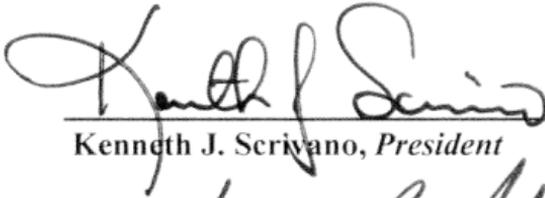
### **Section 2 - No Strike**

During the term of this Agreement, there shall be no strikes, work stoppages or slow downs.

## **ARTICLE XXII – TERMINATION**

This Agreement shall be in full force and effect as of July 1, 2016, and shall continue in full force and effect until midnight, June 30, 2019, and thereafter from year to year unless either party hereto notifies the other in writing no later than April 1, 2019, or any April 1 thereafter, that it desires to terminated or otherwise modify this Agreement.

BOARD OF EDUCATION



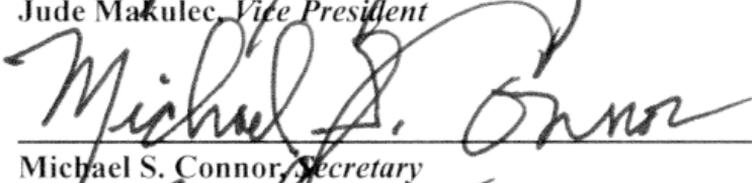
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Kenneth J. Scrivano, *President*



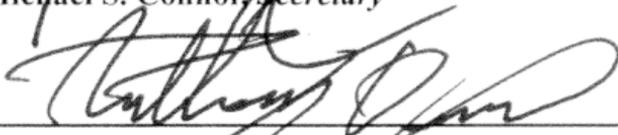
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Jude Makulec, *Vice President*



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Michael S. Connor, *Secretary*



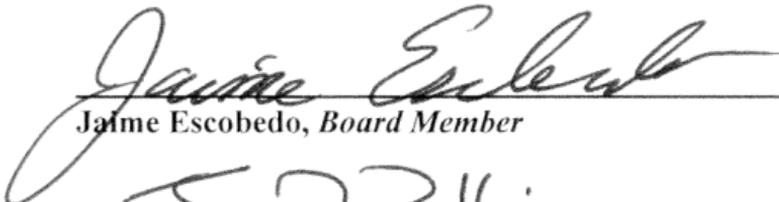
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Anthony Dixon, *Board Member*



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David Seigel, *Board Member*



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Jaime Escobedo, *Board Member*



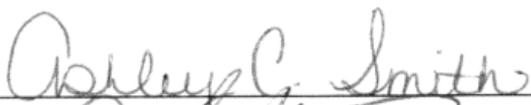
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Tim Rollins, *Board Member*

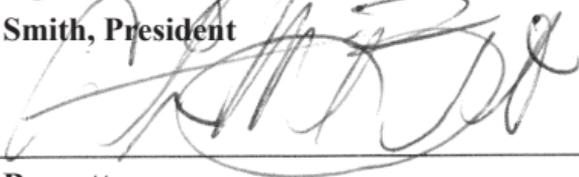
**COUNCIL 31 AFSCME LOCAL 1275  
Negotiating Team**



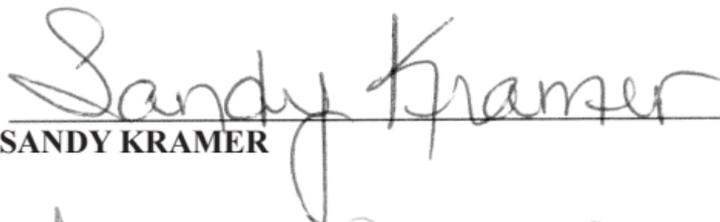
**Ed Sadlowski, Staff Representative**



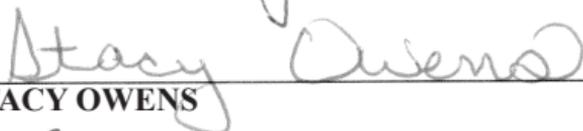
**Ashley Smith, President**



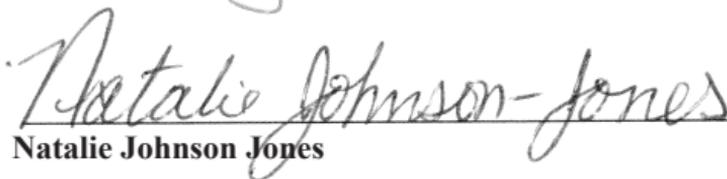
**Catina Barnett**



**SANDY KRAMER**



**STACY OWENS**



**Natalie Johnson Jones**







