

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, 2007 through June 30, 2010

Table of Contents

AGREEMENT	1
ARTICLE I - RECOGNITION	2
ARTICLE II - BOARD RIGHTS	4
ARTICLE III - NON-DISCRIMINATION.....	5
ARTICLE IV - UNION SECURITY	5
ARTICLE V - GRIEVANCE PROCEDURE	7
ARTICLE VI - UNION REPRESENTATION	10
ARTICLE VII - LABOR/ MANAGEMENT COMMITTEE MEETINGS.....	12
ARTICLE VIII - WORK RULES	13
ARTICLE IX – DISCIPLINE	13
ARTICLE X – HOLIDAYS	16
ARTICLE XI – SENIORITY	18
ARTICLE XII - HOURS OF WORK AND OVERTIME	20
ARTICLE XIII - LEAVES FROM WORK	24
ARTICLE XIV - LAYOFF AND RECALL	29
ARTICLE XV – INSURANCE	30

ARTICLE XVI - HEALTH AND SAFETY 31
ARTICLE XVII - WAGES 32
ARTICLE XVIII - MISCELLANEOUS
PROVISIONS..... 35
ARTICLE XIX - RIGHTS OF EMPLOYEES 36
ARTICLE XX - AUTHORITY OF THE
AGREEMENT 37
ARTICLE XXI - NO STRIKE OR LOCKOUT 37
ARTICLE XXII - TERMINATION 38

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, 2007, 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
- Small Vehicle Driver Not Requiring CDL
(out-of-town)

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 employees' social security number, and the amount of the individual employee deduction(s).

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.

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.

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) year provided that the employee has not received additional discipline for the same offense within that one (1) year period.

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. Emergency Room/Hospital Stay of Employee or Employee's spouse, child or parent
- 3. Workers' Compensation
- 4. Court Proceedings
- 5. Outpatient Surgery

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 without incurring any discipline, he/she shall have one occurrence removed from consideration. Thereafter, for each successive 75 work day period which passes without the occurrence of any discipline, an additional occurrence shall be removed from consideration. In the event twelve (12) consecutive months 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 their last scheduled day before and the first scheduled day after the holiday. For Office/Back-up 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 an additional day on Christmas Eve Day.

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.

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.

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.

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.
- d. When an employee is absent for three consecutive work days, the absence will not automatically be designated as FMLA; but when the employee is absent for four or more consecutive work days, the absence will automatically be designated as FMLA.

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.

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.

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

Section 1

Bargaining unit employees whose normal work schedule is twenty-five (25) hours or more per week are eligible for insurance coverage. For those employees, the Employer shall provide \$20,000 life insurance at no cost to the employee, and shall offer dental insurance and \$1,000,000.00 major medical coverage.

Effective July 1, 2007, through June 30, 2008, each insured member shall pay on a yearly basis for health/dental insurance (payable over a nine month period) in accord with the schedule appearing below:

	<u>HRA</u>	<u>PPO</u>
Employee	\$0	\$240.00
Employee/Child	\$240.00	\$300.00
Employee/Spouse	\$300.00	\$420.00
Family	\$360.00	\$480.00

Effective July 1, 2008, each insured member shall pay on a yearly basis for health/dental insurance (payable over a nine month period) in accord with the schedule appearing below:

	<u>HRA</u>	<u>PPO</u>
Employee	\$0	\$285.00
Employee/Child	\$285.00	\$345.00
Employee/Spouse	\$345.00	\$465.00
Family	\$395.00	\$525.00

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 employee'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

a. Effective 7/1/2007 through 6/30/2008 the hourly wage rates are as follows:

Probationary to 1 year	\$10.00
1 Thru 2 yrs	\$10.96
3 yrs	\$11.68
4 yrs	\$12.03
5 yrs	\$12.39
6 yrs	\$12.76
7 yrs	\$13.14
8 yrs	\$13.53
9 yrs	\$13.94
10 yrs	\$14.36
11 yrs	\$14.79
12 yrs	\$15.23

13 yrs	\$15.69
14 yrs	\$16.16
15 yrs	\$16.64
16 yrs	\$17.14
17 & over	\$17.65

Effective 7/1/2008 through 6/30/2009 the hourly wage rates are as follows:

Probationary to 1 year	\$10.25
1 Thru 2 yrs	\$11.23
3 yrs	\$11.97
4 yrs	\$12.33
5 yrs	\$12.70
6 yrs	\$13.08
7 yrs	\$13.47
8 yrs	\$13.87
9 yrs	\$14.29
10 yrs	\$14.72
11 yrs	\$15.16
12 yrs	\$15.61
13 yrs	\$16.08
14 yrs	\$16.56
15 yrs	\$17.06
16 yrs	\$17.57
17 & over	\$18.06

Effective 7/1/2009 through 6/30/2010 the hourly wage rates are as follows:

Probationary to 1 year	\$10.51
1 Thru 2 yrs	\$11.51
3 yrs	\$12.27
4 yrs	\$12.64
5 yrs	\$13.02
6 yrs	\$13.41
7 yrs	\$13.81
8 yrs	\$14.22
9 yrs	\$14.65
10 yrs	\$15.09
11 yrs	\$15.54
12 yrs	\$16.00
13 yrs	\$16.48
14 yrs	\$16.97
15 yrs	\$17.49
16 yrs	\$18.01
17 & over	\$18.54

- b) If an anniversary date is achieved or will be achieved during the first semester of the school year, the rate change will be effective on the first working day of the first semester.
- c) If an anniversary date is achieved or will be achieved during the second semester of the school year, the rate change will be effective on the first working day of the second semester.

Section 2- Starting Wages and Rehires

All new employees shall be paid the minimum starting rate as described above.

Section 3- Pay Dates

Employees shall be paid bi-weekly and, in accordance with current practice, immediately following the morning "run" on every other Friday. Employees with attendance problems may have their paychecks held until after their Friday runs. 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.

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, 2007, and shall continue in full force and effect until Midnight, June 30, 2010, and thereafter from year to year unless not more than 120 days but not less than 60 days prior to the expiration date, either party gives written notice to the other of its intention to amend or terminate this Agreement. Written notice of a party's desire to re-open negotiations under Article XV shall be served by that party on the other party not more than 120 days but not less than 60 days prior to July 1, 2010.

BOARD OF EDUCATION

Nancy Kalchbrenner, *President*

Jay Nellis, *Vice-President*

David L. Kelley, *Secretary*

Robert J. Evans, *Board Member*

Alice Saudargas, *Board Member*

Jeanne Westholder, *Board Member*

Michael J. Williams, *Board Member*

**AFSCME LOCAL 1275
Negotiating Team**

Jay Ferraro, *AFSCME Council Staff Representative*

Cathy Ainley, *President*

Ralph Kirchner, *Vice President*

Debra Rogers, *Secretary*

Cheryl Davis, *Treasurer*

Julie Day, *Committee Member*

Tracy Goodwin, *Committee Member*

Thomas Johnson, *Committee Member*

Vanessa Lewis, *Committee Member*

Debra Sharp, *Committee Member*