

**AGREEMENT**

**BETWEEN**

**DISTRICT U-46**

**TRANSPORTATION UNION**



**AND THE**

**BOARD OF EDUCATION**

**2011 - 2016**

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## **ARTICLE I**

### **RECOGNITION**

The Board of Education recognizes the District U-46 Transportation Union, an affiliate of the Illinois Education Association, as the sole and exclusive bargaining agent for all members of the District Transportation Department with the exception of the Director of Transportation, Assistant Director of Transportation, Assistant Director of Transportation Operations, Office Managers, and Coordinator of Vehicle Maintenance.

## **ARTICLE II**

### **UNION AND EMPLOYEE RIGHTS**

#### **2.1 Dues**

The Board shall deduct from the pay of each member the dues of the Union.

- A) A member may authorize dues deductions by having presented an authorization card to the Board on or before September 1, or the first of any month thereafter. The amount specified by the Union will be prorated and deducted from the employee's paycheck starting September 15 and ending the last pay period in June.
- B) Such authorization shall not be revocable for a period, which is the lesser of one (1) year or the remainder of the term of this Agreement. If a member resigns from the employment of the Board prior to termination of the effective period of the then current authorization, the Board shall deduct the dues for the month in which the resignation takes place from the employee's last check.
- C) All dues deducted by the Board shall be remitted to the treasurer of the Union, no later than ten (10) days after such deductions are made.
- D) The Union shall indemnify and hold harmless the Board from any and all claims, demands, suits, and costs, incurred in connection with any such claim, demand, suit, resulting from any reasonable action taken or omitted by the Employer for the purpose of complying with the provisions of this Section.

#### **2.2 Fair Share**

- 2.2.1** It is recognized that the negotiations and administration of this Agreement entail expenses, which appropriately are shared by all employees who are beneficiaries of said Agreement. To this end, if an employee does not join the Union, such employee will:
- a) Execute an authorization for the deduction of a sum equivalent to the cost of negotiation and administration of this Agreement which cost shall be determined by the Union on a year-to-year basis; or
  - b) Pay directly to the Union a sum equivalent to that described in (a) above.

- 2.2.2** In the event such an authorization is not signed or such direct payment is not made within thirty (30) days following the commencement of employment of the employee or the effective date of this Agreement, whichever is later, the Board will deduct the Fair Share Fee in equal amounts as provided for in 2.1 (A) and transmit such amounts to the Union. If an employee terminates his/her employment for any reason prior to June, the Board will deduct the prorated Fair Share Fee and transmit such amount to the Union.
- 2.2.3** The Union agrees to indemnify and save the Board harmless against any liability, which may arise by reason of any action taken by the Board in complying with the provisions of Section 2.2.2 above, including reimbursement for any legal fees or expenses incurred in connection therewith.
- 2.2.4** The Board agrees to promptly notify the Union in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of Section 2.2.2 above and, if the Union so requests in writing, to surrender to the Union full responsibility for the defense of such claims, demands, suits, or other forms of liability.
- 2.2.5** The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization in accordance with the IELRA.

**2.3 School Mail**

The Union will be able to use the school mail system to communicate.

**2.4 Facilities**

The Union will be able to use school facilities for meetings, provided the proper administrator has been contacted and the Union agrees to pay reasonable costs in the event there are any.

**2.5 Bulletin Boards**

One bulletin board shall be placed in the drivers' room exclusively for the use of the Union.

**2.6 Vending Machines**

The proceeds from the vending machines and from the sales of food products by the District at the facility shall be given to the Union, to administer for the benefit of all of the members of the Bargaining Unit.

## **2.7 Mechanics' Training**

School District U-46 will provide at no cost to the mechanic and without loss of pay or benefits, the opportunity to attend job related schooling to enable mechanics to keep up to date with changes in service procedures. The Director of Transportation, a member of the Union's Staff Development Committee, and a mechanic will develop a current list of available classes.

## **2.8 Certification Fee for NIASE**

The District shall pay the fee for any mechanic who received certification by the National Institute for Automotive Service Excellence.

## **2.9 Photo Identification Card**

Each employee will be provided with a photo identification card which clearly states that the employee is employed by the District U-46 Transportation Department. Employees, while on the job, must be able to produce their I.D. Card when requested. Replacement cards will be provided at a reasonable cost to the employee within a reasonable time period.

### **ARTICLE III**

#### **BOARD'S RIGHTS**

The Union recognizes that the Board has responsibilities and authority to manage and direct, in behalf of the public, the operations and activities of the Transportation Department to the full extent authorized by the law and shall be limited only by the provisions of this Agreement.

### **ARTICLE IV**

#### **NEGOTIATIONS**

## **4.1 Scope**

Negotiations will relate to wages, fringes, hours, and other conditions of employment. Negotiations for a successor collective bargaining agreement shall commence on June 1 or on another mutually agreed upon date.

## **4.2 Procedures**

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party. A maximum of nine (9) designated representatives to be selected by the Board and a maximum of nine (9) representatives to be selected by the Union shall meet for the purpose of negotiating and seeking agreement. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and/or compromise in the course of negotiations, subject only to such ultimate ratifications.



### **4.3 Impasse Procedure**

#### **4.3.1 Impasse**

If agreement is not reached on all items prior to August 1, either party may declare that an impasse has been reached. Prior to August 1, if further negotiations appear unproductive, an impasse may be declared by mutual accord of both parties. The impasse procedures shall be as follows:

#### **4.3.2 Mediation**

In the event that an impasse is reached by either or both of the parties during the course of negotiations, the parties hereby mutually agree to mediation as a means of attempting resolution of the item or items in dispute. The party or parties shall direct a letter to the Federal Mediation and Conciliation Service setting forth the date the impasse was reached and a clear statement as to the nature of the item or items at impasse on such forms as provided by the Federal Mediation and Conciliation Service. Both parties agree to meet with the mediator selected according to the rules of the Federal Mediation and Conciliation Service and to attempt to reach agreement.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

#### **5.1 Grievance Definition**

Any claim by an employee or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

#### **5.2 Employee's Protection**

All employees will be entitled to fair, reasonable, and equitable treatment when processing grievances. An employee who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.

#### **5.3 Employee Rights**

Any employee shall have the right to present grievances in accordance with these procedures and to be represented by the Union. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance resolved, provided the resolution is consistent with the provisions of this Agreement.

#### **5.4 Time Limits**

The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of the grievant and/or involved administrator prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that said party can be present. When such grievance meetings and conferences are held during work hours, all employees whose presence is required shall be excused, with pay, for that purpose.

#### **5.5 Conformity with Agreement**

Adjustment of any grievance as described herein shall be consistent with the provisions of this Agreement.

#### **5.6 Union Involvement in Grievances**

On occasion, a grievance claim on behalf of two or more employees having the same grievance may be filed by the Union at no higher than Step II of the formal grievance procedure. In all instances, grievances filed by the Union must be filed within ten (10) school days after the event giving rise to the grievance unless the grievant(s) could not have known about the event in the exercise of reasonable diligence. No grievance shall be adjusted without prior notification to the Union and opportunity for a Union representative to be present.

#### **5.7 Withdrawing Grievances**

A grievance may be withdrawn at any level by the grievant.

#### **5.8 Procedures**

##### **5.8.1 Informal Step**

In the event that an employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor either personally or accompanied by his/her Union representative within ten (10) school days after the event giving rise to the grievance unless the grievant(s) could not have known about the event in the exercise of reasonable diligence, in which case the period will be ten (10) school days from the time when the event could have been known in the exercise of reasonable diligence. On Union grievances, the informal step shall not be used.

##### **5.8.2 Formal Grievances**

If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the following formal grievance procedure may be invoked by the employees on the form available from the Union representative.

**Step I**            **(Immediate Supervisor)**

The grievant may submit to the immediate supervisor, within five (5) school days of the informal meeting, a completed Grievance Report Form, Step I, in quadruplicate, showing the date of the occurrence, when and by what process he/she gained knowledge of the alleged grievance, a statement of the nature of the grievance and provisions of the Agreement allegedly violated, and the relief sought.

A copy of the grievance shall be submitted by the employee to the Union representative and by the immediate supervisor to the Superintendent. Within five (5) school days of receipt of the Grievance Report Form the immediate supervisor shall meet with the employee and the Union representative in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) school days after such meeting by completing Step I of the Grievance Report Form and returning it to the employee. The Union and the Superintendent shall both be notified in writing as to the disposition of the grievance.

**Step II**            **(Superintendent)**

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above-stated time limits, the grievant shall complete Grievance Report Form, Step II within seven (7) school days after receiving the immediate supervisor's disposition or after the above-stated time limits have expired, and submit the grievance to the Superintendent designee. Within five (5) school days the Superintendent and/or his/her designated representative shall meet with the grievant and his/her Union representative. Within five (5) school days of the meeting, the Superintendent or his/her designee shall indicate in writing his/her disposition by completing his/her portion of Step II and forwarding it to the grievant. The Union and the immediate supervisor shall be notified of said disposition.

**Step III**            **(Board of Education)**

If the grievant is not satisfied with the disposition made by the Superintendent or his/her designee, or if no disposition has been made within the above-stated time limits, then the grievant shall complete Grievance Report Form, Step III within seven (7) school days after receiving the disposition of the Superintendent or his/her designee or after the above-stated time limits have expired, and submit the grievance to the Board by filing a copy with the President of the Board and the Superintendent or, upon mutual written agreement of the Board and the Union, to arbitration before an impartial arbitrator as hereinafter provided.

If the grievance is submitted to the Board, the Board, at its next regularly scheduled meeting, shall meet with the grievant, the Union representative, and the Superintendent and/or his/her designee, to review such grievance in executive session or give such grievance the consideration as it shall deem appropriate. The disposition by the Board shall be made to the grievant by completing Grievance Report Form, Step III, within seven (7) days of the meeting. A notification of

such disposition shall be furnished the grievant, the Union, and the immediate supervisor.

#### **Step IV      (Arbitration)**

If the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made by the Board within the period above provided, or if the Board and the Union have chosen to instead submit the grievance to arbitration, the grievance may be submitted to arbitration before an impartial arbitrator by the Union completion of Grievance Report Form, Step IV, and filing of same with the Board. If the Union fails to forward to the Board the Grievance Report Form, Step IV, within twenty (20) school days of receipt by the Union of the Board's disposition, when Step III has been used, then the grievance shall be considered waived. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The Board and the Union shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding. The Board and the Union shall share equally the cost of the arbitration.

### **5.9 Representation and Witnesses**

In any grievance meeting or hearing, either party may bring such witnesses and/or representatives as the respective party may select.

## **ARTICLE VI**

### **WORKING HOURS AND ASSIGNMENTS**

#### **6.1 Hours**

##### **6.1.1 Bus Drivers**

The hours shall be those set by the Director of Transportation following, and subject to, the bidding provisions of Section 6.5 of this Article. Once set, the hours may only be changed by the Director after consultation with the affected driver and all other drivers of similar buses from that geographic area so that the most efficient and suitable change in the route may be made. No driver shall suffer a diminution of hours due to a route being temporarily shortened for up to one (1) week. Routes for special funded programs will be posted with notice that hours may fluctuate due to student attendance. If dates for such programs are not firm at the time the run is picked, tentative dates will be posted with that stated.

### **6.1.2 Mechanics**

Mechanics will be allowed seven (7) minutes immediately after the start of their shift and fifteen (15) minutes immediately before the end of their shift to change into their work clothes and shoes at the start of the shift and to clean up and change at the end of the shift. The Shop Foreman will schedule assignments so that all mechanics have equal opportunity for overtime on a rotating basis. When the number of mechanics per shift is changed, shift choice shall be according to seniority.

### **6.1.3 Overtime**

All employees will receive time and a half for hours assigned and worked in excess of forty (40) hours per week. In addition, the following days will apply toward the computation of overtime: refresher course, holiday(s), vacation day(s), in-service day(s), jury duty, bereavement day(s), and emergency day(s) used during the school year.

Any driver who is requested to work and does work on a scheduled holiday shall receive holiday pay plus hours worked.

### **6.1.4 Mechanic's Overtime**

1. Three (3) bargaining unit mechanics will be assigned to work five (5) hours of overtime each Saturday during the school year, except as noted in #4 below.
2. Such overtime will be assigned on a rotating basis according to seniority. A joint committee consisting of members of DUTU (including mechanics) and the Director of Transportation and/or his/her designee(s) will meet to develop the necessary procedure.
3. The Director of Transportation may assign additional mechanics to Saturday overtime, provided the assignments are made according to the procedures developed by the joint committee.
4. Monday through Friday work by the current mechanics and mechanic trainees will continue as it has been in the past, except that new mechanics and mechanic trainees hired after December 1, 2004, may be assigned to alternate shifts and may be only guaranteed forty (40) hour work weeks.

### **6.1.5 Guarantee**

All full time drivers and driver's assistants will be guaranteed a minimum of two (2) hours for the shifts worked. Those drivers and driver's assistants reporting back to the Transportation Department for a midday or a late run will be guaranteed a one (1) hour minimum. All overnight trips will be guaranteed a minimum of eight (8) hours for the day following each night spent.

## 6.2. Drivers and Driver's Assistants Category Definitions

### A. Drivers

- I. Route Drivers - have daily a.m. and p.m. routes / assignments.

Drivers who are under forty (40) hours may select extra work which consists of runs not directly connected with regular a.m. or p.m. runs which shall be selected by seniority considering time and location.

- II. Primary Trip Drivers (including Packaged Trip Drivers) - will pick a regular a.m. and p.m. route totaling up to 28 hours per week and may drive trips, handle p.m. cover trips and sports, and may be available for weekend trips. These trips will be selected according to seniority rotation.
- III. Packaged Trip Drivers (including AT and MDX drivers) – will first pick fieldtrips scheduled outside normal fieldtrip hours of 9:00 a.m. – 1:30 p.m. and early leave athletic trips on student attendance days. They will then be allowed to pick fieldtrips from the regularly scheduled fieldtrips along with the primary trip drivers.
- IV. Extended Trip Drivers - will not hold a regular a.m. or p.m. bus route. Instead they will receive a last out stand-by work schedule after they have picked their fieldtrips. The standby schedule will be worked out by the Office Manager in an attempt to fill their hours for the week.
- V. Stand-By Drivers – (excluding first year new hires after pick day) will cover Category I. These drivers shall be for seven (7) hours and five and one-half (5 1/2) hours. Seven (7) hour stand-by drivers will be available for middle of the day cover runs. Five and one-half (5 1/2) hour stand-bys may be required to work a late run on a day marked on the posting prior to bidding. Runs which the Office Manager knows to be open prior to 5:15 a.m. will be assigned by seniority - most senior and most hours to be assigned first. This category shall also include bargaining unit members performing non-driving duties but who are used as “last out” stand-by drivers.
- VI. Eleven Month Positions - will be posted and filled when needed subject to the terms of this Agreement. Employees will be available to serve as a last out standby driver when needed.

### B. Driver's Assistants

- I. Driver's Assistants – have daily a.m. and p.m. routes / assignments.

Driver's Assistants who are under forty (40) hours may select extra work which consists of runs not directly connected with regular a.m. or

p.m. runs which shall be selected by seniority considering time and location.

- II. Assistant Floater – cover Driver's Assistant positions. They may be required to work a mid-day on a certain day of the week, and this will be clearly marked on the posting prior to bidding. They shall be assigned route assignments according to seniority-most senior and most hours to be assigned first.

### **6.2.1 Trip Selection**

The Extended Trip Drivers will pick designated extended trips first. The designated Primary Trip Drivers and Extended Trip Drivers will then have trip selection prior to any other driver receiving trips. Any driver with regular a.m. and p.m. runs over 28 hours will be allowed to sign up for a Secondary Trip List. These drivers will be assigned when the primary and extended trip drivers reach a minimum of forty (40) hours per week. In the event that both the Primary Trip Drivers and the Secondary Trip Drivers List are at forty (40) hours, the Director of Transportation or his/her designee will make an assignment. A member of the Union Trip Committee shall be given notification within 24 hours of this assignment. The Director of Transportation or his/her designee will notify the Union President and the Trip Chairperson in writing within 48 hours of all subcontracted trips.

Trips will be posted and bid upon, as per mutually agreed upon procedure, starting at the top of the Trip Driver List - at the start of the school year and continuing on a rotation basis.

### **6.2.2 Pick-up Locations**

Drivers will comply with time and location when selecting a trip. Failure to comply may result in the reassignment of the trip by the Director of Transportation or his/her designee.

## **6.3 Trip Bus Assignment**

In the event an equipment switch must be made and no spare bus is available, a bus will be pulled from the least senior driver in accordance with needed capacity and with consideration given for maintenance needs. Drivers will be notified of equipment changes with the reasons of capacity or maintenance listed.

## **6.4 Time Clock**

Drivers will be paid from the time clock which includes time involved in completing the Pre-Trip Inspection book as well as keeping the interior of the bus in a clean condition to a maximum of fifteen (15) minutes in the morning and ten (10) minutes prior to leave time for mid-day and afternoon runs. Breaks of fifteen (15) minutes or less duration between runs will be paid and employees are not required to return to the Transportation Department to punch the time clock. In addition, breaks of more than fifteen (15) and up to forty-five (45) minutes duration between runs will be paid if administrative approval is requested and received.

## **6.5 Bidding and Posting of Routes**

- 1) Bidding shall begin no later than one week prior to the start of school. At least two (2) work days before pick days begin, a.m. and p.m. routes and known packages will be posted. A preview day of the full schedule will be held no later than the day before the pick day process begins.
- 2) After the pick day process, all postings shall be posted each week with assignment the following work week.
- 3) All drivers shall have an opportunity to bid on posted routes and an appropriate capacity bus. Wheelchair and out-of-District buses may be assigned to specific routes. Bidding shall be made based upon classification seniority. All drivers shall bid on the designated pick days.
- 4) All summer routes will be posted for the drivers to select according to classification seniority.

Any summer routes received after the initial posting will be offered through "Teleposting". It will be the employee's responsibility to call the Telepost phone number and, if interested in the work offered, he/she must go to the Transportation Department and sign for the work. The work offered will be assigned by classification seniority.

The Teleposting will be updated daily if additional work is available.

- 5) All runs shall carry the following information at the time they are posted for bidding by the drivers:
  - a) tentative start date\*,
  - b) tentative end date\*,
  - c) estimated number of hours per day,
  - d) estimated number of days per week and per school year.

\*The driver will be notified of the absolute starting and ending date as soon as they become available.

- 6) Non-regular extra work will be posted and bid by seniority provided the District has at least one day's lead time.
- 7) Upon receiving a Route, each driver shall create and maintain an accurate route sheet for the time period that they hold the route.
- 8) Seventy-five percent (75%) of available work posted on pick days will be packaged by the District, including, but not limited to, combinations of a.m./p.m., mid-day and late-run work. A driver/assistant who selects and is assigned a route packaged by the district shall qualify for health insurance coverage, even if the route does not meet the more than 30-hour standard of Section 14.1. If a packaged route is changed by the



District during the school year with a reduction in hours below the 30-hour insurance standard, the driver/assistant shall remain eligible for insurance coverage. A driver/assistant selecting a route packaged by the District may be required to perform additional work up to and including 40 hours per week on a temporary or regularly assigned time and location basis.

The remaining twenty-five percent (25%) of available work posted on pick days shall be posted in such a way that drivers/assistants will be permitted to build their own schedules. Any reduction in actual hours worked in the schedule built by drivers/assistants below the hours necessary to qualify for insurance coverage will result in the loss of insurance coverage at the end of the month following the month in which the reduction occurs, unless the driver/assistant pays the full premium cost to continue the insurance coverage. (Note: the insurance standard does not become effective until the start of the 2013-2014 school year.)

On pick days, packaged routes that may be required to add a late run will be clearly marked on the posting before the bidding process begins.

Except in extenuating circumstances as agreed by the Director of Transportation and the Union President, after pick days all work shall be posted for one (1) posting cycle and awarded or assigned based upon the following:

- 1) The work will be awarded to a driver/assistant on the basis of time and location, so long as the award does not cause the driver/assistant to exceed forty (40) hours per week without administrative approval. If time and location are equal, the most senior driver/assistant selecting the work will receive the award.
- 2) If the work posted under 1. above is not selected by a driver/assistant meeting the time, location and 40-hour requirements, or is surrendered after award under 1. above, the District may, at its option:
  - a) Re-post and award the work in accordance with 1. above;  
or
  - b) Assign the work on a time and location basis.
- 3) Work which is not selected, or is surrendered after posting, may be offered to the most senior driver/assistant on a time and location basis. If the offer is made and declined, the District may assign the work on a time, location and 40-hour basis to the least senior driver/assistant.

The District will post a weekly summary of all available work assigned and/or the results of the bid process.

The District will not take regular am/pm routes or extra work from a driver/assistant that has built his/her own route or added to his/her packaged route.

Three representatives of the Association designated by the Association President shall meet with the Director of Transportation or the Routing Facility Administrator in November, March and July of each year to review and make recommendations regarding the packaging of routes.

#### **6.6 Minimum Call-In Times**

- 1) In the event a trip is canceled by phone two (2) hours prior to the time the driver must punch in, the driver will receive no pay. If the driver is not contacted two (2) hours prior to the trip, the driver shall receive one hour's pay or the time clock pay, whichever is greater. When non-school day trips are canceled with less than twelve (12) hours' notice, two (2) hours will be paid the driver.
- 2) Any time a mechanic is recalled to duty after regular working hours or on a weekend, he/she shall receive a minimum of two (2) hours pay.

#### **6.7 Stand-By Drivers, Mechanics, and Dispatchers**

The Director of Transportation shall maintain a sufficient list of stand-by drivers. Mechanics and dispatchers will devote full time to their regular duties. Under extreme circumstances of driver absences, all stand-by drivers, sub only drivers, department aide, and driver trainer will be expected to drive.

#### **6.8 Reporting To Work**

Any employee who is unable to report for work must notify the transportation office between 4:30 and 5:15 a.m. for a.m. routes and/or 12:00 noon for p.m. routes. An employee not reporting for two (2) consecutive days without notification is subject to disciplinary action including possible discharge.

#### **6.9 Covering Extra Work Assignments**

Extra work shall be assigned to drivers/assistants who make themselves available from the sign-up sheet book and who want their hours filled to forty (40) hours per week. Such assignments shall be by seniority after assignments have been made to seven (7) hour stand-by drivers. Drivers/assistants, upon reaching 40 scheduled hours, will not knowingly sign the sign-up sheet without administrative approval.

A driver/assistant who signs up for, and is assigned, a posted extra work assignment shall be removed from the assignment if the driver/assistant has more than five (5) absences, two (2) of which may be undocumented absences. Approved full day absences shall not count toward this absence limitation. A driver/assistant who is removed from the assignment shall not be permitted to bid on other work assignments for forty-five (45) work days, but

may pick up individual work assignments as available under established extra work assignment procedures.

If the extra work assignment from which a driver/assistant is removed is a portion of a District packaged route, the driver/assistant will also be required to surrender the am/pm portion of the packaged route and will be assigned as a 5 ½ hour stand-by driver or assistant floater.

#### **6.10 Classification Assignment**

When a vacancy in a classification occurs, for any reason, current full-time employees in that classification may elect to fill the vacancy by order of classification seniority, most senior to least senior.

Qualifications shall be a determining factor only to the extent that a candidate must be reasonably qualified for the position as set forth by the district or be willing and able to become qualified within a reasonable period of time.

#### **6.11 Job Descriptions**

Job descriptions will be maintained by the Transportation Office and Human Resources for each classification shown in Article XV. Job descriptions for new positions or proposed changes for current job descriptions will be discussed at Labor-Management meetings.

#### **6.12 Pay Periods**

In August of 2012, the District will move all DUTU members over to a Bi-Weekly (26 pay) compensation system. Each pay period will cover two weeks, beginning with a Saturday and ending on a Friday. Compensation for the pay period will be issued on the following Friday by direct deposit or pay card.

The future pay schedule will be shared with the DUTU leadership and all employees at least 30 days prior to the conversion.

Prior to conversion, the District will provide training to all members to assist them in preparing for the transition from the current process (FY12) of receiving equal pay spread out over the school year to Bi-Weekly and receiving pay only for the previous two weeks of work.

In order to transition all twelve month employees in the unit over to biweekly pay the District will provide each employee in the unit with 80 hours of compensation at their current hourly rate, at the start of the conversion. The District will then deduct the bridge amount over the next 26 pay's in equal installments until the total is re-paid to the District. If an employee leaves during the transition year the District will reserve the right to deduct the remaining amount due the District from the employee's last pay check for the bridge loan amount outstanding. Members will have the right to opt out of the bridge loan option.

For all other employees in the bargaining unit, the District will begin biweekly pay in August of 2012 and bridge pay will not be offered since there will not

be a loss of pay to start employees on the new pay cycle. The option to be paid over the summer will no longer be available.

**6.13 Summer Work**

Summer work related to the transportation of District students beyond the regular school year calendar will be posted and bid upon by the bargaining unit on a seniority basis and according to mutually discussed procedures. The District and Union will also discuss the method by which the employees will be notified of such procedures. (Such procedures will be discussed by a joint committee and be ready for display and implementation on a date agreed by the committee.)

**ARTICLE VII**

**WORKING CONDITIONS AND PHYSICAL SETTING**

**7.1 Monitoring the Radio**

The Board shall provide monitoring of the radio during normal dispatcher working hours and for any drivers returning to the lot after 6 p.m.

**7.2 Bus Stalls**

The Board shall see that all bus stalls are plainly marked.

**7.3 Restrooms and Drivers' Room**

- 1) The Board shall provide for a drivers' room and adequate restroom facilities for all employees in the Transportation Department. The Board shall further see that these facilities are properly maintained as to cleanliness.
- 2) The District will provide two (2) telephones for employees' personal use.

**7.4 Employee Parking**

The District shall designate adequate employee parking for personal vehicles. If off-site parking areas are designated, the District shall provide transportation to and from said off-site parking areas that are not walkable, and bargaining unit members shall be compensated for transferring to and from designated off-site parking areas at a rate of no less than thirty (30) minutes per day. The District and the Union will meet to determine the appropriate compensation for such transfer whenever a newly designated off-site parking area is planned. Issues of safety, security, and maintenance regarding off-site parking will be referred to the Transportation Department's Safety Committee.

**7.5 Radio Transmission**

District guidelines for proper radio transmission must be followed at all times by bargaining unit personnel. Guidelines will be distributed to all bargaining unit personnel, and relevant training will be provided as deemed appropriate by the District. The District and the Union will work collaboratively to set

reasonable standards relevant to this section, provided that determining final standards will be within the discretion of the District.

#### **7.6 Monitoring Equipment**

Monitoring equipment will only be installed, except on a pilot basis, after consultation between the Union and the Director of Transportation.

#### **7.7 Reimbursable Meals**

Any time an Out-of-District trip is in excess of eight (8) hours, the driver will be entitled to be reimbursed for those mealtimes that occur during the trip. An Out-of-District trip driver will also be entitled to a dinner meal reimbursement in the event a charter trip is three (3) hours or longer beyond the regular working day or finished after 7:00 p.m., whichever is later. To receive meal reimbursement, the driver must attach a restaurant receipt to the completed trip requisition for the meal eaten and submit to the Director of Transportation or his/her designee. Upon request of the Director of Transportation or his/her designee, a driver may be required to furnish the name, address and phone number of the restaurant.

#### **7.8 Preventive Maintenance**

A preventive maintenance program will be conducted by the staff of mechanics to assure the safety of the equipment and meet all state testing requirements.

#### **7.9 Notification on Emergency Days**

The Transportation Department, in collaboration with the Union, will annually provide bargaining unit members with the methods by which school closings will be announced.

#### **7.10 Health and Safety Committee**

A Safety Committee with management and Union members will be established to identify safety and health problems and to cooperatively work out solutions wherever possible and practical. This committee shall meet monthly unless mutually agreed that no meeting is necessary.

#### **7.11 Accident Review Committee**

An Accident Review Committee with management and Union members will be established to review all incidents/accidents in the Transportation Department and to make recommendations regarding those incidents/accidents. The committee will meet monthly, unless mutually agreed upon.

#### **7.12 Drug and Alcohol Testing**

The District, with input from the Union, will develop and implement a drug and alcohol testing program for all holders of Commercial Drivers Licenses that complies with Federal and State statutes. Except where specifically restricted by statute, all disciplinary action related to this program will be for just cause and progressive in nature as set forth in Article XVI of this Agreement.

### **7.13 Changes in Procedures**

All published policies, regulations, and rules of the Board will be made available for inspection upon request. The District will attempt to discuss departmental changes with the Union prior to implementation or as soon thereafter as administratively possible. The District and the Union will also discuss the method by which the employees will be notified of the changes in procedures.

### **7.14 Dress Code**

From time to time, the District will continue to notify bargaining unit members of unacceptable personal appearance. It is intended that the Union have input into these notifications.

Any personal appearance issues (attire, piercings, tattoos, etc.) that are not consistent with the desired professional image of School District U-46 will not be tolerated.

### **7.15 Mechanic's Tool Stipend**

Each mechanic will receive an annual tool stipend according to the following schedule and paid on the first payroll of each fiscal year:

10 or more years of service, \$125

15 or more years of service, \$175

20 or more years of service, \$225

## **ARTICLE VIII**

### **STUDENT ASSISTANCE AND DISCIPLINE**

#### **8.1 Bus Orientation Rules**

The Board and the Union shall develop bus orientation rules for all students, both regular and trip students. These rules shall contain a description of the expected student behavior and responsibilities while a bus passenger. The responsibilities of the teachers and/or parents who are supervising bus trips shall also be written and passed out to the appropriate persons.

#### **8.2 Students With Special Needs**

Information on students with special needs and deemed appropriate by the District will be shared on an "as needed" basis with drivers and other appropriate bargaining unit personnel. Proper use of this information will be a part of the ongoing in-service training for the Department. Upon request, bargaining unit personnel shall be given training in use of this information.

#### **8.3 Special Education Assistants**

A bus that transports special education students who have extraordinary needs, as determined by the District, will be assigned a properly trained and physically capable assistant.

**8.4 Student Discipline Definition**

Student discipline shall mean the expectation and enforcement of a reasonable standard of orderly student behavior.

**8.5 Student Removal**

A principal may deny a student the privilege of riding a bus whenever sufficient information on the student's behavior has been supplied by the driver. Any bus suspension will be made in accordance with all State and District rules and regulations.

**8.6 Student Discipline Study**

A committee of the Board (5) and the Union (5) shall meet in September and January or as mutually agreed to by both parties to discuss problems and to further develop procedures to insure the safety of bus passengers. The Human Resources Office will have the appropriate personnel available when needed.

**8.7 Disruptive Students**

Any student who is dismissed from school because of disruptive behavior will be accompanied on the bus by a qualified person.

**ARTICLE IX**

**GENERAL EMPLOYMENT PRACTICES**

**9.1 Employment**

The employment of all transportation employees shall be made with the advice of the Superintendent of Schools and approved by the Board of Education. This shall be executed by the Director of Transportation and Human Resources.

**9.2 Application and Procedures**

**9.2.1 Initial Employment**

All applications for employment shall be made through the Human Resources Office. At the time of initial application, a complete form will be placed on file for each applicant.

At the time of employment, each employee will be expected to furnish:

- 1) physical examination,
- 2) state-mandated drug test (paid by the District),
- 3) tuberculin test report,

- 4) valid operator's license,
- 5) withholding information card,
- 6) completed application form,
- 7) references,
- 8) waiver for police record check,
- 9) eye examination
- 10) other such information as may be requested.

All permanent records for each employee will be kept on file in the Human Resources Office and copies of records may be made available to the Director of Transportation as needed.

### **9.2.2 Continuing Employment**

After initial employment, the District will pay the cost of the following requirements within the stated limitations:

- 1) physical examination, full cost at a district-approved facility, or up to \$35.00 if at a different, qualified facility or doctor's office,
- 2) drug test; full cost at a district-approved facility,
- 3) eye examination; full cost at a district-approved examiner, if not included by the physician on the physical examination form,
- 4) Commercial Driver's License. The District will reimburse each employee who obtains a CDL, by paying to the employee one-quarter (25%) of the cost of the CDL at the end of each year that the employee continues to work in a position requiring such license.
- 5) Annual refresher course. The District will pay each employee for the two (2) hours to complete the State-mandated annual refresher course.

## **9.3 Probationary Period**

### **9.3.1 Drivers and Assistants**

There will be a 120-workday probationary period for new employees which is counted during the school year (August-June). Coverage for insurance benefits for probationary employees shall start on the first of the month following the completion of thirty (30) calendar days of employment.

Upon the successful completion of no less than the first 60 workdays of the probationary period, a driver will be able to bid on all available field trips as long as the driver meets all other trip rule requirements. Probationary employees will receive their earned training pay at the successful completion of the 90 workday period.



The Transportation Director will notify probationary employees of these advances and/or the extended timelines that the Director, at the Director's discretion, may feel are necessary. In no case will be probationary period be extended beyond 120 workdays.

### **9.3.2 Twelve Month Employees**

There will be a probationary period for all twelve month employees new to the District for the first 120 workdays of employment.

For bargaining unit members moving from a ten month position to a twelve month position, there will be a ninety (90) workdays "new position" probation period during which either the District or the employee may determine that the employee return to his/her former position with no loss of unit or classification seniority. For the duration of the "new position" probation period, the employee will be paid 90% of the wage for that position as set forth in Article XV or the employee's actual wage paid in his/her former position, whichever is greater. The calculation of vacation time will be based on the employee's bargaining unit seniority.

### **9.4 Evaluation**

- 1) Prior to the expiration of the 120 workday probationary period, the Director of Transportation shall prepare a written evaluation of the employee with a recommendation to retain or dismiss.
- 2) Any evaluation of an employee's performance after the probationary period must be with the employee's knowledge. In the event the employee disagrees with the Director's comments, he/she may attach a written response to the evaluation that will be placed in the employee's file in the Human Resources Office.
- 3) Any employee communiqué, informal evaluation or formal evaluation shall be removed from all files if it is found to be untrue.

### **9.5 Resignations**

When a transportation employee wants to resign he/she shall notify the Director of Transportation in writing.

### **9.6 Retirement**

- A) The Board of Education, as required by State Law, participates in the Illinois Municipal Retirement Fund for all employees who work 600 hours or more per year. The employee's contribution includes a disability insurance benefit in addition to the retirement pension plan. Detailed information may be received from IMRF, Drake Oakbrook Plaza, Suite 500, 2211 York Road, Oakbrook, IL, 60523-2374.
- B) Employees who do not work 600 hours per year do not participate in IMRF.

- C) Employee contributions to IMRF and to FICA (Social Security) shall be listed separately on the employee's paycheck/statement.
- D) The Board will pick up and pay on behalf of each bargaining unit member the total of each employee's full 4.5% contribution.

If the above provision is ever disallowed by the IMRF or is ever determined to be illegal, the Board will adjust the wages in Article XV by adding back to the hourly rates an amount equal to the Board's pick-up contribution as described in paragraph 9.6(D) of the 2007-2011 Agreement between DUTU and the U-46 Board of Education.

- E) The District and the Association will at least annually review the possibility of offering the IMRF Early Retirement Incentive to IMRF employees of the District. If such a plan is deemed feasible, it will be submitted to the Board of Education for its consideration.

### **9.7 Retirement Incentive**

The following retirement program shall be available to eligible bargaining unit members:

- 1) A bargaining unit member will be eligible for this program if he/she is at least 55 years of age and has at least 15 years of service credit in the District and is eligible to retire under the provisions of the Illinois Municipal Retirement Fund.
- 2) To be eligible for participation, the employee must apply at least six (6) months but no more than ten (10) months prior to retirement.
- 3) A one-time bonus will be paid over the last four months of employment. The bonus will be in an amount that is sufficient to increase the employee's IMRF reported earnings in the final twelve months of employment by exactly 6.0% over the employee's IMRF reported earnings in the immediately preceding twelve (12) months, so long as such amount does not cause the Board to be subject to accelerated payments to IMRF under Section 7-172(k) of the Illinois Pension Code or other applicable law.
- 4) The District will offer single health insurance coverage and pay 50% of the current single rate (up to a maximum of \$4,000 per year) until the retiree reaches the age of Medicare eligibility. The remainder of the individual cost and any family coverage cost would be the responsibility of the retiree. Any subsequent increase in the individual cost and/or cost of family coverage would be paid by the retiree.
- 5) The employee may revoke his/her election to retire in the case of death or total disability of the spouse, or for a major life change as deemed acceptable by Human Resources. An employee who revokes his/her election to retire must repay all monies paid as an incentive.

The Board shall honor the request of not fewer than five (5) employees annually who provide notice of intent to select the retirement incentive with the insurance option based upon department seniority as of July 1 of the fiscal year in which application for the incentive is made. There shall be no restriction on the number of employees applying for the retirement incentive without the insurance benefit.

## **9.8 Absenteeism**

The principles of progressive discipline shall apply to disciplinary action for excessive absenteeism or abuse of sick or other leave for illness or incapacity.

Generally, progressive discipline for a single flagrant incident, or a pattern, of abuse of sick or other leave for illness or incapacity will start with a suspension without pay and may move to termination for a second flagrant or pattern offense.

Generally, progressive discipline for excessive absenteeism will consist of:

- 1) A verbal warning when an employee has two (2) or fewer sick leave days remaining in his/her annual allotment of sick leave. The Union President shall be promptly notified in writing or by email of the verbal warning.
- 2) A written warning will be given to the employee, with a copy to the Union President, promptly after the exhaustion of the annual allotment of sick leave.
- 3) A suspension without pay of up to one (1) day on the first absence after receipt of the written warning, with a copy to the Union President.
- 4) A longer suspension without pay of up to three (3) days on the second absence after receipt of the written warning, with a copy to the Union President. In addition, upon the second absence after receipt of the written warning, the employee shall have his/her bidding privileges restricted by loss of the opportunity to bid on any extra work or new work for the next thirty (30) work days.
- 5) Termination upon the third absence after receipt of the written warning.

Steps (1) through (5) above do not apply when the employee claims and qualifies the absence under FMLA, Workers' Compensation, maternity leave and/or a leave for health reasons under Section 12.4 of this Agreement.

A documented absence of consecutive days shall be treated as a single absence/occurrence after the exhaustion of the annual allotment of sick leave, if the employee produces at his/her expense a physician's certification of illness or disability which renders the employee unfit to work during the

absence. The District may, at its expense, have an employee examined by a physician of the District's choice at any time to verify the certification from the employee's physician and/or in connection with any other absence of an employee related to illness or disability.

This sequence of progressive discipline for excessive absenteeism will restart each school year.

Absences from summer work are not included in the progressive discipline process set forth above for excessive absenteeism.

### **9.9 Disability/Workers' Compensation/Modified Duty**

The District may assign, for a period of up to sixty (60) work days, an employee absent for disability (other than due to pregnancy under Section 12.3) or Workers' compensation reasons to a modified position consistent with the medical restrictions which are imposed due to the nature of the employee's illness or injury and which meet the work needs of the District. The general format and content of modified duty plans will be developed by the District and discussed with the Union in labor management meetings from time-to-time. In consultation with the employee and the Union, if requested by the employee, the District will develop the modified duty plan before the employee begins the modified duty. The Plan will take into account available medical information, available bargaining and non-bargaining unit work and minimizing intrusion into the work of other bargaining units. After the initial period, if the employee is not released from modified duty to return to work without restrictions, the District will evaluate the employee's status and may extend the modified duty for up to an additional sixty (60) work days after notice to the Union.

### **9.10 IMRF Disability Leaves, Summer**

In an effort to provide employees of the Transportation Department more options to preserve accumulated sick leave and to provide District U-46 with a more stable workforce during the school year, the following program has been agreed to by the combined DUTU Labor Management Committee. This plan allows employees to preserve some or all of their accumulated sick leave when on an IMRF Disability Leave (must be longer than 30 calendar days) while providing employees an incentive to schedule such a leave (such as elective surgery) during non-school times of the year. The combined DUTU Labor Management Committee will monitor the Program and may make modifications as needed.

Rules and procedures for IMRF Disability Leaves include, but are not limited to:

- 1) The period of disability is expected to exceed 30 calendar days, and the employee applies for IMRF Disability; proof of application for IMRF disability shall be required prior to payment of any sick/personal time;

application for benefits must be made prior to the date of the scheduled procedure/surgery;

- 2) The employee is not required to exhaust all accumulated sick, personal, and/or vacation leave before collecting the IMRF Disability Benefit;
- 3) When applying for IMRF Disability, the employee will indicate to Human Resources how many sick, personal and/or vacation leave days [up to twenty (20)] he/she wishes to use toward such Disability Leave by indicating the number of days or a specific date after which no further sick, personal, and/or vacation leave days will be used;
- 4) If IMRF Disability is denied, the employee may notify Human Resources to resume the use of available sick, personal and/or vacation leave days;
- 5) If a less than 12 month-employee is able to schedule the period of disability to begin after the final day of the employee's scheduled work year, the employee may use up to 20 of his/her available sick, personal and/or vacation leave days while the IMRF 30 day calendar waiting period is in effect, except that the use of such days cannot extend beyond or include the first pick day for the new school year (hours per day determined by an average of those in effect at the end of prior work year);
- 6) Monitoring of this plan will be done by the DUTU Labor Management Committee. Modifications to the plan will be made by the DUTU Labor Management Committee if deemed necessary.

## **ARTICLE X**

### **SENIORITY, TRANSFERS, AND REDUCTIONS**

#### **10.1 Definition of Full-Time Employee**

For the purpose of seniority, full-time drivers and full-time driver's assistants shall be defined as anyone working a regular a.m. run and a regular p.m. run five (5) days per week. A full-time employee, other than a driver or driver's assistant, shall be defined as a person who is willing and able to accept forty (40) hours of assigned work on a scheduled Monday through Friday work week.

#### **10.2 Seniority**

All employees of the Transportation Department shall have unit seniority based on the number of years, weeks, and days of the most recent continuous employment. Classification seniority shall be accrued based on the number of years, weeks, and days employed in a specific classification.

#### **10.3 Breaking of Seniority**

Seniority shall only be broken by discharge for just cause and voluntary quit.

#### **10.4 Preservation of Seniority**

Seniority will be preserved but not accrued when an employee is not actively employed. Active employment shall include the use of sick days, personal days, and vacation days.

- 1) Personal Illness, Injury or Maternity
  - a) An employee on an unpaid leave of absence will accrue seniority for a sixty (60) consecutive day period following the exhaustion of all sick days. A new leave for the same personal illness, injury or maternity will neither allow seniority to accrue nor guarantee the holding of a specific classification assignment unless the employee has returned to continuous active employment for a period at least equal to the length of the original leave, up to sixty (60) days. An employee on a worker's compensation leave will continue to accrue seniority for the duration of such leave.
  - b) A leave may be granted for a maximum period of (twelve) 12 months, verified by medical certificate.
  - c) An employee who is unable to return within a twelve (12) month period but returns within 24 months may be reinstated as a new employee and after two (2) years of continuous service will regain previous active service credit.
- 2) Personal Reasons
  - a) Approved absence without pay may be granted for a maximum of thirty (30) days for any reason approved by Human Resources not covered by Section 1 above with no loss of accrued seniority.
  - b) An employee who returns to a previously held bargaining unit position in a different classification will regain any accrued classification seniority as long as no break in service in the bargaining unit has occurred.

#### **10.5 Seniority List**

An updated driver's seniority list shall be posted monthly and a unit seniority list shall be posted quarterly.

#### **10.6 Work Related Seniority**

Nothing in this Agreement shall in any way diminish the rights of employees under The Worker's Compensation Act.

Maternity, Health or Emergency and Worker's Compensation leaves will not guarantee the holding of a specific classification assignment if the employee is unavailable for work for over sixty (60) calendar days. Upon return, the employee will have the opportunity of bumping the least senior employee in his/her classification.

Drivers and assistants returning from a Worker's Compensation leave will have the opportunity of bumping the least senior driver or assistant with a bid-upon/assigned route.

**10.7 Transfer to New Position**

Any employee transferred to another position in the bargaining unit shall continue to accrue unit seniority.

**10.8 Reduction in Force**

In the event there is a reduction in the bargaining unit, notice to affected employees shall be given no later than forty-five (45) days prior to the end of the current school term with the effective date being the end of the school year. All part-time personnel will be reduced prior to full-time personnel. If further reductions are necessary, layoffs shall be on the basis of bargaining unit seniority from the classification(s) affected. An employee so reduced from a classification may bump the least senior bargaining unit employee whose job he/she is able to perform, provided however, that the employee to be bumped has less seniority.

The District shall maintain and provide to the Union by February 1<sup>st</sup>, an up-to-date seniority list showing the bargaining unit seniority of all bargaining unit members in each classification.

Recall of reduced employees shall extend for a period of twelve (12) months commencing from the beginning of the following school term in the reverse order of layoff with those of greatest bargaining unit seniority being recalled first. Employees on layoff shall maintain a current address and phone number with the Department and/or Human Resources. Any employee failing to respond to such recall notice within five (5) working days of such notice, or refusing such position will relinquish recall rights and seniority.

All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave, vacation leave, seniority (bargaining unit and classification), will be restored to the employee upon his/her return to active employment and the employee will be placed on the salary schedule for the current position on the basis of the employee's previous bargaining unit experience.

**ARTICLE XI**

**STAFF DEVELOPMENT**

The Director of Transportation and the Union Committee (five (5) members), will determine the program to be conducted during the District's In-Service and/or Institute Days. The Director and Committee will coordinate their efforts to provide the department with a suitable program.

## **ARTICLE XII**

### **LEAVES OF ABSENCE**

#### **12.1 Sick Leave Days**

- 1) Each ten (10) and twelve (12) month employee shall receive ten (10) sick days per year. Employees beginning during the year will receive sick days on a monthly pro-rated basis for any month in which the employee is assigned to work more than ten (10) days up to a maximum of ten (10) sick days per year.
- 2) Each new employee shall be entitled to his/her first month's sick day at the conclusion of his/her probationary period.
- 3) Sick leave days may accumulate without limit.
- 4) Sick days may apply to illness in the immediate family which shall be as defined in the Illinois School Code: "...immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians" (children include sons-in-law and daughters-in-law).

#### **12.2 Jury and Court Leave**

Each employee shall be excused from his/her regularly assigned duties for jury duty or job related witness appearance. He/she shall be paid the difference between the regular rate and the jury fee or return the difference if the fee is greater than the pay.

#### **12.3 Maternity/Disability Leaves**

##### **12.3.1 Disability Leave Due To Pregnancy**

A female employee may request a disability leave due to pregnancy by informing Human Resources and her immediate supervisor in writing and accompanied by a physician's certificate of pregnancy.

The leave will commence when deemed medically necessary by the employee and her physician and the employee will return when medically qualified as determined by the employee's physician. The employee will submit a physician's statement indicating release from disability.

An employee will not be required to submit proof of disability for pregnancy and the birth of the child for a period of two (2) weeks prior and four (4) weeks after the birth. Proof of physical disability may be required where the disability extends beyond the limits as set forth in this paragraph.

Sick leave benefits will be paid for the period of time the disability occurs, but only up to the individual's accumulated sick leave.



### **12.3.2 Maternity Leave**

#### **Notification**

Any female employee shall be permitted an unpaid maternity leave of absence. The employee shall notify Human Resources and her immediate supervisor in writing accompanied by a physician's certificate of pregnancy not later than thirty (30) days prior to the date on which the leave is to begin. Such notice shall include the intended dates on which the leave shall begin and end.

#### **Length of Leave**

A female employee may request a maternity leave within the following conditions:

A maternity leave shall commence upon the date requested by the employee or when deemed medically necessary by the employee and her physician. A maternity leave or disability and maternity leave of absence combination may be for up to one (1) year.

#### **Return from Leave of Absence**

The employee shall submit written confirmation of her intent to return from leave at least sixty (60) calendar days prior to the end of the leave. Such requirement may be waived by the Human Resources office.

### **12.4 Health or Emergency Leave**

An unpaid leave for health or other emergency reasons may be granted for up to one (1) year by the Board upon written request. This leave may be extended for up to one (1) year at the Board's discretion.

### **12.5 Bereavement Leave**

Each employee shall be given two (2) days bereavement leave with pay for death in the immediate family as defined in Section 12.1(4).

### **12.6 Personal Business Leave**

All bargaining unit members who are regularly scheduled for thirty-five or more hours of work weekly will receive two (2) days per year for personal business. (NOTE: hours from trips and signed work will not count toward this standard.) Eleven (11) and twelve (12) month full-time employees will receive three (3) personal leave days. This includes situations which cannot be accomplished at times other than during regular working hours and includes the following:

- a) Legal hearings,
- b) Appointment by civil authorities,

- c) Completion of important contracts (except real estate transactions other than that in which the employee resides or will reside within ninety (90) days),
- d) Special graduation ceremonies of the staff member or immediate family,
- e) Act of God,
- f) Uncontrollable delays in travel (with administrative approval),
- g) Other urgent matters beyond reasonable control.

The employee must notify the Director of Transportation at least twenty-four (24) hours in advance, except in the case of an emergency and above items e, f, and g. Forms will be supplied for this purpose. Personal Business Leave days are to be added to sick leave if not used. Personal Business days are not to be used in connection with a vacation or holiday.

### **12.7 Compensable Disability**

There will be no loss of accumulated sick leave days or salary while an employee is absent from duty for a compensable disability during that period of time prior to the implementation of worker's compensation.

### **12.8 Union Leave**

The Union will be allowed to use up to fifteen (15) leave days per year. Not more than two (2) drivers and two (2) non-drivers may take such leave on any given workday, unless attendance allows more than two (2) drivers to be released for the work day; provided, however, this limitation will not apply to the NEA Representative Assembly during the month of July or to the IEA Representative Assembly in the spring on non-student attendance days. The Union's President shall authorize the Director of Transportation the names of those persons to be granted such leave. The use of personal leave or non-paid time will not be allowed for Union Leave without the expressed written consent of the Director of Transportation.

The Union shall also have available up to three (3) leave days for the sole purpose of supplying to IEA Region 63 leave days for the exclusive use by the Region for matters approved by the District and to the member locals of Region 63.

During the summer of 2014, the Labor Management Committee shall review the attendance data for the 2012-13 and 2013-14 school terms and make a recommendation to the Union and the Board regarding allowing all Union delegates to attend the IEA Representative Assembly.

### **12.9 Average Day for Sick Leave, Emergency Days, Jury Duty, and Holiday Pay**

Trip drivers as defined in Section 6.2.2 shall be paid for sick days, emergency days, jury duty (as per 12.2), and holiday pay on the basis of a daily rate

equal to two (2) hours above the individual driver's regular run time. The two (2) hour supplement will not apply if the driver takes a trip on a sick day. In order for the two (2) hour supplement to be paid for an absence due to an illness of three (3) or fewer consecutive day(s), a doctor's excuse must be submitted by the driver within five (5) business days of the absence.

Pay for any type of absence described within the contract will not exceed eight (8) hours per day. Calculation of pay will be based on an average of hours worked in the previous pay period, except during the short pay periods resulting from the biweekly pay schedule. The average will then be based on the average hours worked in the previous full pay period.

#### **12.10 Family and Medical Leaves**

Certain of the above leaves may be covered by the Family and Medical Leave Act of 1993 (FMLA) and will be available to all full-time bargaining unit members who qualify under the Act and District Policy. Such leaves will provide the employee with up to twelve (12) weeks of continued insurance coverage in any twelve (12) month period. Procedures for intermittent or reduced leave, notice requirements, medical certification, effect on benefits, job protection, and forms to be submitted shall be according to District Policy.

FMLA leaves are available for the birth of a child; the care of such child; placement of a child with the employee for adoption or foster care; the care of a spouse, son or daughter, or parent of the employee if such relative has a serious health condition; or because of a serious condition that makes the employee unable to perform the functions of his/her job.

### **ARTICLE XIII**

#### **CALENDAR**

#### **13.1 Work Year**

The regular work year for bus drivers and assistants shall be from the institute day immediately preceding the first day of student attendance through the last day of student attendance for those students regularly transported on routes as chosen under Article VI, Section 6.5. All drivers and assistants are guaranteed the opportunity for 190 days of pay subject to the limitations below; eleven (11) month employees are guaranteed the opportunity for 241 days of pay, unless leap year requires 242, subject to the limitations below.

- 1) In-Service Days - Employees shall receive their regular route time pay or clock time, whichever is greater, for In-Service days attended. All employees must attend the required portions of in-service programs unless assigned to regular work by their supervisor. On in-service days, any paid time not spent in actual in-service sessions will be considered compensation for maintaining route sheets throughout the work year. During the school year, out-of-district drivers/assistants who drive the a.m. and p.m. of their out-of-district routes and attend the in-service meeting will be provided up to two additional hours for route sheet maintenance.

- 2) Early Dismissal Days - Regular route time or clock time, whichever is greater, shall be paid on early dismissal days whether in-district or out-of-district as long as the driver or assistant makes himself/herself available for any work that can be reasonably assigned to that employee, and the employee's time card will be adjusted accordingly. Those employees who choose to not make themselves available will only be paid clock time.
- 3) Drivers and assistants shall receive regular run time pay for emergency days used during the school year. Eleven (11) month employees are expected to report to work on emergency days and on the make-up days.
- 4) Summer school drivers shall be allowed up to two (2) days off work without pay during summer school provided it is not taken within the first five (5) days of summer school. Notification shall be given to the Director of Transportation at least one (1) week in advance of any such days off.
- 5) An out-of-district driver shall be entitled to the spring vacation in District U-46. Upon approval of the Director of Transportation, an out-of-district driver may take a spring vacation equivalent to the length of such vacation in District U-46 but at a different time.

The employee shall inform the Director of Transportation at least two (2) weeks in advance of his/her request for such a vacation. The vacation shall be without pay subject to the definition of the regular work year as provided above.

The regular year for mechanics, department technician, mechanic trainees, drivers' trainers, and dispatchers will be from July 1st through June 30th.

### **13.2 Vacations**

Full time transportation employees (driver trainer to be included) who work the full year will earn the following vacation with pay:

- 1) 0 - 1 years department experience = .83 days per month
- 2) 1 - 5 years department experience = 10 days per year
- 3) More than five (5) years department experience , one (1) additional day for each year's service up to a maximum of twenty (20) days.

Vacations will be earned from July 1 to June 30. These vacations may be used from July through August 31 of the following year. Upon termination of employment full salary shall be paid for all earned vacation days.

The current year's vacation will not be available until the following year beginning July 1. For example:

An employee will not be eligible to take any vacation during his/her first year of employment through June 30. Once June 30 has been reached, the individual could only take the days accrued up to June 30. An individual starting on July 1, 1998 would be eligible to take ten days' vacation during the period July 1, 1999 through August 31, 2000. Any time less than ten days not taken by June 30, 2000 would be lost. An individual who starts on January 1,

1999 would be eligible to take five (5) days' vacation from July 1, 1999 to August 31, 2000.

An individual who leaves during the subsequent year would get the previous year's accrued vacation and any vacation which was earned on a pro-rata basis during the first year. For example, if someone begins on July 1, 1998 takes no vacation and quits as of December 31, 1999 the individual would be eligible for fifteen (15) days of vacation: ten days earned from July 1, 1998 through June 30, 1999 and five (5) days earned from July 1, 1999 to December 31, 1999.

### **13.3 Holidays**

The following holidays shall be paid with no work performed provided the employee works their last regularly scheduled work day immediately preceding and the first regularly scheduled work day immediately following the holiday:

- 1) Labor Day
- 2) Columbus Day
- 3) Veterans Day<sup>1</sup>
- 4) Thanksgiving Day
- 5) The Day following Thanksgiving<sup>2</sup>
- 6) Christmas Eve Day<sup>3</sup>
- 7) Christmas Day
- 8) New Year's Eve Day<sup>3</sup>
- 9) New Year's Day
- 10) Martin Luther King Birthday<sup>4</sup>
- 11) February Holiday<sup>5</sup>
- 12) Spring Holiday<sup>6</sup>
- 13) Memorial Day
- 14) July 4<sup>7</sup>

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<sup>1</sup> Veterans Day may be a scheduled work day as determined by the Board of Education. In such an event, bus drivers and assistants will be paid for Martin Luther King Birthday. For eleven and twelve month employees, Veterans Day will be a floating holiday granted at a mutually agreed upon date by employee and supervisor.

<sup>2</sup> For eleven and twelve month employees.

<sup>3</sup> Eleven and twelve month employees shall receive these days off, with pay, in the event those days fall during the week.

<sup>4</sup> For eleven and twelve month employees, see also Footnote 1 above.

<sup>5</sup> This day will be announced Annually by the Board of Education as either Lincoln's Birthday or President's Day.

<sup>6</sup> This day will be announced annually by the Board of Education.

<sup>7</sup> For scheduled summer drivers and assistants, eleven and twelve month employees.

## **ARTICLE XIV**

### **INSURANCE**

#### **14.1 Health Insurance Plan**

FY 2013 – All full time drivers, driver’s assistants and full-time employees as defined in Article X will be included in the health and/or dental insurance plan underwritten by the Board through August 31, 2013.

FY 2014 through 2016 – All members of the bargaining unit who work more than thirty (30) hours per week or pick a packaged route pursuant to Section 6.5(8) will be included in the health and/or dental insurance program underwritten by the Board of Education; provided however, for FY 2014 95% of the bargaining unit will be guaranteed health and/or dental insurance. Immediately after pick days, to determine the 5% subject to the rules in section 6.5(8) and not guaranteed inclusion in the health and/or dental insurance program, the total number of 10 month employees will be multiplied by .05 and a resulting list of employees prepared by seniority among those not qualifying for insurance coverage. The employees on the list will then be subject to the more than thirty (30) hours standard and the rules in Section 6.5(8). New hires after pick days will be subject to the more than thirty (30) hours standard and to the rules in section 6.5(8). For FY 2015 and FY 2016, the percentage guarantees shall be 85% and 75%, and the multiplier in the above formula shall be 15% and 25%, respectively. After pick days, all newly hired ten month employees shall not be eligible for health and/or dental insurance until they obtain a packaged route or a built route which qualifies for insurance; provided however, such newly hired employees can purchase insurance coverage at the established rate.

The Board and Association understand that plan design and the monitoring of the comprehensive insurance plan will be the responsibility of the District Insurance Committee of which the Association is a charter member. The District Insurance Committee will see that appeal procedures are in place with providers for matters of plan and benefit interpretation and, therefore, such matters will not be subject to the grievance procedure contained within this Agreement.

Upon ratification and signature by the Union and the Board, the contribution for employees for single, employee + spouse, employee + dependent children, or employee + spouse + dependent children (family) coverage will be 10% of the rate established in the applicable calendar year by an independent actuary selected by the Board after consultation with the District Health Insurance Committee. If the estimated aggregate per employee per year cost of the medical program (determined by the independent actuary) increases by more than 5% in a single calendar year, each employee’s contribution of 10% of the medical plan and coverage elected will increase by \$130 per calendar year regardless of the type of medical option or coverage elected. If the estimated aggregate per employee per calendar year cost of the medical program increases by more than 8% in a single calendar year,

each employee's contribution will increase by the amount set above for the 5% change plus an additional \$65 regardless of the type of medical option or coverage elected. Contributions shall be made on a pro-rated basis through payroll deduction, and, in accord with applicable federal laws and regulations, will be on a pre-tax basis to the extent allowed by state and federal law and regulations.

Members of the bargaining unit who have at least eight (8) years of District service and who are eligible under IMRF requirements to retire from District U-46 will be eligible during their retirement to participate in the District's medical insurance program but will be required to pay all premiums connected with this coverage, except as provided in Section 9.7. All premiums must be paid in advance of the month due.

#### **14.2 Life Insurance**

The Board shall provide term life insurance in the amount of \$30,000 to DUTU employees. The beneficiary is to be named by the employee.

#### **14.3 Employment Insurance**

For all transportation employees, the Board shall provide Worker's Compensation Insurance as mandated by law. Social Security and the Illinois Municipal Retirement Fund shall be properly reimbursed by the Board. The Board shall also provide such other protective insurance as required under the laws of the State and provide proof of all the above to the Union.

#### **14.4 Dental Insurance**

The Board shall provide each employee who qualifies for the health insurance plan pursuant to Section 14.1, with single coverage dental insurance. The Board shall provide payroll deduction for those members of the Bargaining Unit who desire family coverage.

An employee is not required to participate in the health insurance plan to receive dental insurance.

#### **14.5 Disability Insurance**

The Board shall provide each member of the Bargaining Unit payroll deduction for a disability insurance plan.

#### **14.6 Protection For Tools**

The District shall be responsible for the replacement value of tools that are stolen or damaged as a result of a burglary while at the Transportation Department. Such protection shall apply to tools that are provided by and are the personal property of the mechanics.

#### **14.7 Insurance During Disability**

The Board will pay for all insurance coverages as set forth in this Agreement for a sixty (60) consecutive day period following the exhaustion of all sick days.

#### **14.8 Flexible Spending Account**

In accordance with federal law and regulations, the District shall make available to each employee a dependent care flexible account and health care flexible spending account. These accounts shall be funded solely through salary-reduction contributions made by the employee to cover eligible expenses which the employee may incur. However, an employee who elects a medical program option which also provides a Health Savings Account may not elect to have a health care flexible spending account. The maximum contribution to the health care spending account shall be \$3,000 for calendar years ending on or before December 31, 2012, and \$2500 for calendar years beginning after December 31, 2012. The current and future maximum contribution to the dependent care spending account shall be in accordance with federal law and regulations.

#### **14.9 Employee Assistance Program**

All bargaining unit members will have access to an Employee Assistance Program, the design and monitoring of which will be determined by the District Insurance Committee of which the Union is a charter member.

### **ARTICLE XV**

#### **WAGES**

#### **15.1 Starting Wages**

The starting wages for all future DUTU members hired after the ratification and signature of the contract by the Union and the Board of Education will be:

<b>POSITION</b>	<b>STARTING SALARY*</b>
Drivers	\$18.48
Dispatchers	\$19.54
Driver Trainer	\$19.00
Fleet Assistant	\$19.00
Fleet Helper	\$15.40
Driver Assistant	\$12.40
Mechanic/Body Mechanic	\$25.25
Lead Body Shop	\$25.61
Bus Washer/Fleet Inspector	\$15.00
Escort/Shuttle Driver	\$17.37

\*Pay increases for all future employees shall be based on the CPI as delineated below.

#### **15.2 Salary Increases**

Wages for all DUTU members at top scale shall be frozen for 2011-2012 at the 2010-2011 rates.



Effective after the ratification of the Agreement by both parties, all employees at the 75% rate shall be moved to the 80% rate.

All current employees who are not at the 100% rate on the 2010-2011 salary schedule as of ratification of the Agreement will receive future increases based on their current rate from the 2010-2011 salary schedule in increments of 6% per year unless the increase will exceed the 100% rate. If the increase will exceed the 100% rate, then the percentage increase will be at a rate that will move the employee to the 100% rate established based on the language herein.

The 100% rate will be recalculated each year and will increase at the rate of 2.25% for FY 2013 and one-half (½) of CPI for the remaining term of the contract.

Wages for all DUTU members at top scale will be increased by 2.25% for 2012-2013.

**2010- 2011/2011-2012**

	100%	90%	85%	80%	75%
Drivers	\$22.01	\$19.81	\$18.71	\$17.61	\$16.51
Dispatchers	\$23.27	\$20.94	\$19.78	\$18.62	\$17.45
Driver Trainers	\$22.62	\$20.36	\$19.23	\$18.10	\$16.97
Fleet Assistant	\$18.99	\$17.09	\$16.14	\$15.19	\$14.24
Fleet Helper	\$14.56	\$13.10	\$12.38	\$11.65	\$10.92
Driver's Assistant	\$15.75	\$14.18	\$13.39	\$12.60	\$11.81
Mechanic/Body Mechanic	\$30.27	\$27.24	\$25.73	\$24.22	\$22.70
Lead Body Shop	\$30.65	\$27.59	\$26.05	\$24.52	\$22.99
Bus Washer/ Fleet Inspector	\$16.07				
Escort/Shuttle Driver/Custodian	\$18.61	\$16.75	\$15.82	\$14.89	\$13.96

**2012-2013**

	Step 6*	Step 5	Step 4	Step 3	Step 2	Step 1
Drivers	\$22.51	\$22.09	\$20.84	\$19.66	\$18.55	\$17.50
Dispatchers	\$23.79	\$23.36	\$22.03	\$20.79	\$19.61	\$18.50
Driver Trainers	\$23.13	\$22.70	\$21.42	\$20.21	\$19.06	\$17.98
Fleet Assistant	\$19.42	\$19.06	\$17.98	\$16.96	\$16.00	\$15.10
Fleet Helper	\$14.89	\$14.61	\$13.79	\$13.01	\$12.27	\$11.58
Driver's Assistant	\$16.10	\$15.81	\$14.91	\$14.07	\$13.27	\$12.52
Mechanic/Body Mechanic	\$30.95	\$30.38	\$28.66	\$27.04	\$25.51	\$24.06
Lead Body Shop	\$31.34	\$30.76	\$29.02	\$27.38	\$25.83	\$24.37
Bus Washer/ Fleet Inspector	\$16.43					
Escort/Shuttle	\$19.03	\$18.68	\$17.62	\$16.62	\$15.68	\$14.79

Driver/Custodian

\* Step 6 reflects the top pay rate as of December 2012

\*Step advancements will occur each July 1<sup>st</sup>.

Salary adjustments for each of the work years of 2013-2014, 2014-2015, and 2015-2016 will be to increase the previous year's hourly rates by an amount equal to one half (.5) of the annual Cost of Living using CPI of the prior December, but in no case shall the increase be less than .5% nor greater than 2.5%. Cost of Living is defined as the increase in the Consumer Price Index for All Urban Consumers— All Items as published by the United States Department of Labor and as defined under Section 105 of the Property Tax Extension Limitation Law.

Each adjustment will be made effective on each July 1 based on the annual CPI amount for the previous December.

The Board of Education and the Union mutually agree that all employees employed during the term of this Agreement and who remain in the salary schedule as outlined above after the termination date of this Agreement will continue to receive the step increments as negotiated beyond the expiration of this Agreement.

### **15.3 PTELL Salary Adjustment**

If, and only if, tax cap levy legislation (such as an amendment to the Property Tax Extension Limitation Law) is enacted and signed into law which has the effect of freezing or reducing District U-46's expected revenue from the extension of the real estate tax levy for the operating funds (the sum of the following funds (the "Operating Funds")-- Education, Operations and Maintenance, Transportation and Special Education, if separate from the Education Fund) as compared to the prior tax year extension for the Operating Funds, then the increase provided for in Section 13.2 for the school year following the school year in which the levy was adopted shall be reduced to 0%, unless otherwise agreed by the Board and the Association. The extension analysis must be done each school year by the later of April 1 or within fourteen (14) days after the District receives notice of the tax levy extension for the Operating Funds from the County Clerk for each county in which the District levies real estate taxes. Within ten (10) days after the completion of the extension analysis, the Board shall provide a copy of the analysis and any supporting documentation available to the Association. The Association shall have ten (10) days from its receipt in which to request a meeting for clarification of the analysis, which meeting must take place within ten (10) days of receipt of the Association request. Additionally, in order for the District to exercise its rights under this section, its levy request must be in an amount which maximizes the tax rates allowed under the Property Tax Extension Limitation Law for the Operating Funds. If legislation is enacted in the last year of the Agreement, or if the impact of the legislation will not take place until after the last year of the Agreement, then no salary adjustment under this Section will be made.

Within thirty (30) calendar days after the extension analysis (as defined in the preceding paragraph) is received by the Association but in no case until after the clarification meeting, should one be requested, has taken place, the Board shall give written notice to the Association of its intent to invoke the application of this Section. The Board and the Association shall then meet within ten (10) calendar days of the Association's receipt of the notice from the Board to discuss the Board's intention and negotiate the impact if the Board determines to invoke the application of this Section. The same process shall be followed if the Board intends to invoke the application of this Section for any school year following the school year in which tax cap levy legislation (such as an amendment to the Property Tax Extension Limitation Law) is enacted and signed into law.

Notwithstanding the foregoing, the salary increases provided for in Section 13.2 of this Agreement shall not be frozen and the salary increases shall be applied retroactively to the start of the applicable school year if the actual Operating Funds revenue received from the real estate tax levy for the calendar year in which the salary increases were initially frozen exceed the Operating Funds revenue for the immediately preceding calendar year. The Operating Fund Revenues to be used for this comparison shall be the Operating Fund Revenues received in the calendar year immediately preceding the calendar year in which this Section was invoked by the Board and the Operating Funds Revenues received in the calendar year in which the salary increases were frozen. The amount of the salary increase shall be the negotiated amount of the increase provided for in Section 13.2 or, the percentage amount of the Operating Fund increase (if less than the negotiated increase). This operating fund revenue analysis shall be done each year by March 1.

The District's determination of the effect of the tax cap levy legislation under the first paragraph of this Section and whether a salary increase is due under the immediately preceding paragraph of this Section are subject to the grievance procedure in this Agreement.

Upon expiration of this Agreement, this Section shall cease to apply and not automatically be renewed.

#### **PTELL LANGUAGE EXAMPLE**

- 1) The Board does the required extension analysis after receipt from the County Clerk of the 2013 tax levy extension in March/April 2014 and, after having forwarded the analysis to the Association/Union and clarification meeting, if-requested, shall within the time limits outlined in this Section send the Association notice that the Board plans to invoke this Section.
- 2) Within thirty (30) days of extension analysis but after clarification meeting, if requested, the Board gives the Association written notice of its intent to invoke this Section.

- 3) Any salary increase which would have been provided for in Section 13.2 of the Agreement for the 2014-15 school year shall be rescinded for one year subject to the provisions of the annual actual operating fund revenue analysis provided for above.
- 4) February 2015, analysis of operating fund revenue received in calendar year 2014 shows an increase of 3% over operating fund revenues received by the District in the 2013 calendar year. The salary increase in Section 13.2 for the 2014-2015 school year shall be applied retroactively.

## **ARTICLE XVI**

### **DISCIPLINE - DISCHARGE**

#### **16.1 Standard to be Applied**

The Board of Education will not discipline or discharge any non-probationary employee without just cause and will use a progressive discipline procedure. Any grievance protesting the reasonableness of the disciplinary action may be presented at Step II of the grievance procedure. This, however, will not prevent the Board from taking immediate action for unusual or severe circumstances. Decisions by the State of Illinois to revoke an employee's required school bus driver's permit will not be subject to the grievance procedure.

#### **16.2 Notification**

The Union will be notified in writing when a non-probationary employee has been disciplined or discharged. If requested by the employee, the District will withhold their name when notifying the Union. Such notification will occur within two work days, provided, however, that the failure to give notice of a decision by the State of Illinois to revoke an employee's required school bus driver's permit will not be subject to the grievance procedure by the member.

#### **16.3 Union Representative**

An employee may have a Union representative at any meeting he or she has with the administration regarding a reprimand, discipline, or caution. The Union representative may be anyone so selected by the Union.

## **ARTICLE XVII**

### **UNIFORMS**

#### **17.1 Jackets**

All present employees shall be provided at no cost a uniform jacket. The type and style of the jacket shall be jointly determined by the Department and the Union which shall also determine the replacement and reordering schedule as

long as replacement occurs at least every three (3) years following the implementation of such schedule.

**17.2 Probationary Employee Jackets**

New employees will be given the uniform jacket upon completion of the probationary period unless the probationary period ends after the order has been placed. Any extra jackets will be provided to employees who have recently completed their probationary period in order of their seniority and depending on size availability.

**17.3 Change or Addition to Uniform**

Any changes or additions in uniform for bargaining unit members will be agreed upon between a committee from the Union and the Director of Transportation/Designee.

**17.4 Mechanic Uniforms**

The District will provide mechanics with a clean work uniform for each work day, or not less than twelve (12) in a two (2) week period at no cost to the mechanic. The uniforms will be laundered by the District.

**ARTICLE XVIII**

**AMNESTY**

The Board of Education of Elgin School District U-46 hereby agrees that it will take no reprisals against any employee of the Elgin School District U-46 as a result of having participated in the work stoppage on Thursday, September 7th through Wednesday, September 13th, 1978. It further agrees that it will not discriminate in regards to hiring, disciplining, discharging, promoting, demoting, or assigning, nor in regard to the wages, hours, or working conditions of any employee participating in said work stoppage; provided this shall not be construed as providing for time not worked because of said work stoppage.

**ARTICLE XIX**

**SUBCONTRACTING**

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the employer agrees that no work or services of the kind, nature, or type covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, in whole or in part to any other person or non-unit employees, except:

- A) **Trips** - When drivers or equipment are not available or exigencies such as a gas shortage force the Director of Transportation to reject the trip. The Administration reserves the right to make arrangements for other transportation where special equipment, special events (such as athletics, speech and music) and/or long distances are involved as provided below:

Trips up to and including 100 miles one way should be driven by district drivers with district equipment.

Trips for state level competitions and trips beyond 100 miles one way may be scheduled by district option either through district facilities and drivers or through subcontracting.

In the event a trip of up to and including 100 miles one way is subcontracted, the appropriate U-46 driver may be required to accompany the trip as part of the supervision. In no event will the U-46 driver who bid upon the trip and otherwise would have driven the trip be compensated less than what he or she would have earned had he or she driven the trip.

- B) **Homeless Students** – The District shall only contract out out-of-district homeless students, excluding summer months.
- C) **Special Education**—When the Students IEP requires a particular type of equipment not owned, or drivers not employed, by the District, the work may be subcontracted after consultation with the Union.
- D) **Unavailable Equipment or Drivers** – The District may temporarily subcontract if the necessary drivers and/or equipment are not available to promptly meet the unanticipated needs of the District. This exception is not intended to be used where the need is due to the District not adequately maintaining its equipment or hiring sufficient drivers to meet the reasonably expected needs of the District.
- E) **Legislation** – If the State of Illinois enacts a law that would significantly impact on the funds available for the transportation services provided by the bargaining unit. If, as a result of such a change of law, the district desires to seek and consider outside bids for bargaining unit work, the District will provide the Union with notice no later than February of its desire to seek such bids. The Union and the District will then meet to bargain the impact of the relevant issues under the rules and procedures of the Illinois Educational Labor Relations Act. If impasse is reached, the District may then consider for acceptance a reasonable bid for performing such bargaining unit work at the beginning of the next school year after the law takes effect.

## **ARTICLE XX**

### **NO STRIKE**

The Union will not strike during the term of this Agreement. The Board will not lock out employees during the term of this Agreement.

## **ARTICLE XXI**

### **SAVING CLAUSE**

Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violates the law but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Article, Section, or clause.


**ARTICLE XXII**

**TERMINATION CLAUSE**

This Agreement shall constitute the Agreement between the parties. This Agreement shall continue in full force and effect through June 30, 2016 or until replaced by a successor agreement and shall be automatically extended for successive one year periods, unless either party notifies the other in writing no less than sixty (60) days prior to the expiration date of any annual renewal, of its desire to modify, amend, or terminate this Agreement.

For the Union, November 30, 2012:

For the Board, December 3, 2012:

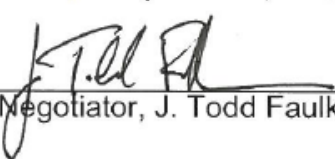
  
\_\_\_\_\_  
President, Lyle Moseman

  
\_\_\_\_\_  
President, Donna Smith

  
\_\_\_\_\_  
Vice-President, Donna Frey

  
\_\_\_\_\_  
Director of Transportation, Andy J. Martin

  
\_\_\_\_\_  
Secretary, Brenda Delhotel

  
\_\_\_\_\_  
Chief Negotiator, J. Todd Faulkner

  
\_\_\_\_\_  
Treasurer, Carol Gunn

  
\_\_\_\_\_  
Chief Negotiator, Catherine J. Wyzykowski

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