

**AGREEMENT**  
**BETWEEN**  
**DISTRICT U-46**  
**TRANSPORTATION UNION**



**AND THE**  
**SCHOOL DISTRICT U-46**  
**BOARD OF EDUCATION**



**2020 – 2025**

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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, including Lead Mechanics, with the exception of the Director of Transportation, Assistant Director of Transportation, Office Managers, Route Managers, Assistant Route Managers, Routing and Planning Manager, Safety Operations Manager, Shop Foreman, Vehicle Technology Manager and Vehicle Technology Technician.

## **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 according to the approved school year deduction schedule submitted by DUTU each school year.
  
- 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 School Mail**

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

## **2.3 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.

## **2.4 Bulletin Boards**

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

## **2.5 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.

## **2.6 Key Fob and Photo Identification Card**

Each employee will be provided with a key fob and photo identification card which clearly states that the employee is employed by the District U-46 Transportation Department. Employees, while on the job, must wear their I.D. Card. Replacement cards will be available by request to Human Resources.

### **ARTICLE III**

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

The Union recognizes that the Board has responsibilities and authority to manage and direct, on 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, benefits, hours, and other conditions of employment. Negotiations for a successor collective bargaining agreement



shall commence on June 1st 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 ten (10) designated representatives to be selected by the Board and a maximum of ten (10) 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 have 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 1st, either party may declare that an impasse has been reached. Prior to August 1st, if further negotiations appear unproductive, an impasse may be declared by mutual agreement of both parties.

### **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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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**

**Morning Assignments.** These assignments are regularly scheduled routes and/or duties that generally occur between 5:00 am and 9:30 am.

**Afternoon Assignments.** These assignments are regularly scheduled routes and/or duties that generally occur between 12:30 pm and 4:00 pm.

**Mid-Day Assignments.** These assignments are regularly scheduled routes and/or duties that generally occur between 9:00 am and 1:00 pm.



**Late Run Assignments.** These assignments are regularly scheduled routes and/or duties that generally occur after 4:00 pm.

**Extra Assignments.** These assignments are regularly scheduled assignments which occur at various times throughout the day. These assignments, include but are not limited to, the following:

- Music Shuttles
- Student Shuttles
- Summer Routes
- Employee Shuttle Routes
- Fleet Inspectors
- Field Trips
- Bus Evacuation Drills
- Cold Weather Bus Starters
- Bus Washers
- Test Lanes

### **6.1.1 School Bus Drivers/ Route Assistants**

The hours shall be set by the Director of Transportation following, and subject to, the bidding provisions of Section 6.5 of this Article. Once set, the hours can only be changed by the Director of Transportation or designee after consultation with the affected school bus driver/route assistant and all other school bus drivers of similar buses from that geographic area so that the most efficient and suitable change in the route may be made.

In the event a route is permanently shortened, a school bus driver/route assistant will be paid their regular route hours

for up to five (5) working days after the route is permanently shortened. In order to qualify for the pay, the school bus driver/route assistant shall inform the appropriate shift Route Manager of their availability. If the Route Manager has no work available, the school bus driver/route assistant may choose to clock out upon return to base and receive clock time.

A school bus driver/route assistant whose am and/or pm route is eliminated, will be assigned to stand-by hours with punch in/punch out times according to need until work becomes available. These school bus drivers/route assistants are last out after regularly scheduled stand-by drivers and stand-by assistants.

In the event a route is temporarily shortened no school bus driver/route assistant shall suffer a loss of hours due to students that are temporarily absent. The school bus driver/route assistant shall inform the appropriate Route Manager of their availability. If the Route Manager has no work available, the school bus driver/route assistant may choose to clock out upon return to base and receive clock time.

### **6.1.2 Mechanics**

Lead Mechanic/Mechanic/Body Mechanic 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 DUTU bargaining unit employees will receive time and a half for hours assigned and worked in excess of forty (40) hours per week. Benefit time shall not be included in the calculation of overtime. All overtime must be pre-approved by the Director of Transportation or designee.

Any DUTU bargaining unit employee who is requested to work and does work on a scheduled holiday shall receive holiday pay plus clock time.

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

1. Beginning with 2017-2018 school term, all bargaining unit mechanics hired prior to March 1, 2001, will have the opportunity to work five (5) hours of overtime each Saturday commencing with the Saturday prior to the start of the regular school term and ending with the Saturday after the regular school term is completed each year. This section shall not supersede 6.1.3.

2. Additional overtime will be assigned on a rotating basis according to seniority using the Overtime Rotation Sheet that was developed by a joint committee consisting of members of DUTU (including mechanics) and the Director of Transportation and/or his/her designee(s).

### **6.1.5 Guarantee**

All full time drivers and route assistants will be guaranteed a minimum of two (2) hours for each AM and PM shift worked. School bus drivers and route assistants reporting back to the Transportation Department for a midday or a late run will be guaranteed one (1) hour minimum. In order to receive one (1) hour guarantee, the employee must clock out of the current assignment and clock in for the midday or late run assignment at the scheduled time. All overnight trips will be guaranteed a minimum of eight (8) hours for the day following each night spent.

### **6.2. School Bus Driver and Route Assistant Category Definitions**

- A. School Bus Driver – is the preferred driver of all vehicles used to transport students.
- I. Route Driver - has daily am and pm routes/assignments.

School bus drivers who are under forty (40) hours may select extra work which consists of runs not directly connected with their

regular am or pm runs, which shall be selected by seniority considering time and location.

- II. Trip Drivers - will pick a regular am and pm route totaling up to 30 hours per week and shall drive trips. Trips will be selected according to seniority rotation as outlined in 6.2.1.
  - A. Primary Trip Drivers must hold a route thirty (30) hours or less per week. A driver that has selected an MDX or AT Trip route is automatically declared as a Primary Trip Driver. MDX and AT Trip routes may and/or may not be under thirty (30) hours because they are designed to fit specific trip pick-up and drop-off times. Primary Trip Drivers will have trip selection prior to Secondary Trip Drivers, and any other driver receiving trips. Primary Trip Drivers who exceed thirty (30) scheduled route hours, will be placed on the Secondary Trip List.
  - B. Secondary Trip Drivers are any driver with a regular am and pm route over thirty (30) hours per week. Secondary Trip Drivers will have their trips assigned to them when the Primary Trip List of drivers is exhausted, and/or when there are trips left after the Primary trip picks. These trips are assigned in a continuous rotation in seniority order, based on time and location.
  - C. Mid-Day Extended (MDX) Trip Drivers will hold a regular am and pm big bus route.

MDX Trip routes are designed for the Driver to cover trips that depart at 8:30 am and/or return by 2:00 pm on student attendance days. If attendance supports earlier depart and/or later return times, the Director of Transportation or designee will keep as many trips in-house as possible. MDX Trip Drivers will be allowed to sign for extra work on days when they are **NOT** obligated elsewhere and are **NOT** scheduled for more than forty (40) hours.

- D. Athletic Trip (AT) Drivers will hold a regular am and pm big bus route. There will be two (2) AT Trip Drivers assigned to each of the five (5) high schools. AT Trip routes are designed for the driver to cover athletic trips that depart between 3:00-3:30 pm on student attendance days. If attendance supports earlier depart and/or later return times, the Director of Transportation or designee will keep as many trips in-house as possible.

AT and MDX routes will be identified as such for posting purposes AT and MDX Trip Drivers will first pick fieldtrips scheduled outside normal fieldtrip hours of 9:00 am – 1:30 pm and early leave athletic trips on student attendance days. AT and MDX Trip Drivers will then be allowed to pick field trips from the regularly scheduled fieldtrips along with the primary trip drivers.

- III. Stand-By Drivers –will cover Category I. These drivers shall be forty (40) hours per week and guaranteed eight (8) hours per day.

These drivers will be assigned two extra work day assignments (i.e., midday and/or late run) identified on the posting prior to bidding. These drivers shall make themselves available for all (40) hours per week that they are assigned.

There will be three (3) categories of stand-by drivers; drivers assigned to 500 Shales Pkwy, 1019 E. Chicago St. and flex stand-by drivers. Flex stand-by drivers will be assigned daily based on the needs of the operation. The number of stand-bys at each location will be determined by the number of routes at each location. Flex stand-by drivers will report to 500 Shales Pkwy and will be transported to 1019 E. Chicago St. if needed. All stand-by drivers will have a morning punch in time of 5:30 am and punch out time of 9:30 am and an afternoon punch in time of 12:30 pm and punch out time of 4:30pm.

Open runs which are known by the Route Manager prior to 5:15 am will be assigned by seniority with - 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.

- IV. Twelve 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, if qualified.

## **B. Route Assistants**

- I. Route Assistants – have daily am and pm routes/assignments.

Route Assistants who are under forty (40) hours may select extra work which consists of runs not directly connected with regular am or pm runs which shall be awarded by seniority considering time and location.

- II. Stand-by Route Assistants – will cover Category I. These stand-by route assistants shall be forty (40) hours per week and guaranteed eight (8) hours per day. These stand-by route assistants will be assigned two extra mid-day assignments identified on the posting prior to bidding. These stand-by route assistants shall make themselves available for all (40) hours per week that they are assigned.

All stand-by route assistants will report to 1019 E. Chicago St. with a morning punch in time of 5:30 am and punch out time of 9:30am and an afternoon punch in time of 12:30 pm and punch out time of 4:30pm. Stand-by route assistants will be transported to 500 Shales Pkwy, if needed.

### **6.2.1 Trip Selection**

The designated Trip Drivers will have trip selection prior to any other driver receiving trips. Any driver with regular am and pm runs over 30 hours will be allowed to sign up for a Secondary Trip List. These drivers will be assigned when the trip drivers reach a



minimum of forty (40) hours per week. In the event that both the Primary Trip Drivers List and the Secondary Trip Drivers List are at forty (40) hours, the Trip Advisor will go back to the Primary Trip Drivers List and offer the trip to the next driver on the list.

Starting at the beginning of the school year, trips will be posted and bid upon by seniority; starting at the top of the Primary Trip Driver List, continuing until the list is exhausted. Once the list is exhausted, the process will start over at the top.

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

School bus 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 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 school bus driver in accordance with needed capacity and with consideration given for maintenance needs. School bus drivers will be notified of equipment changes with the reasons of capacity or maintenance listed.

### **6.4 Time Clock**

School bus drivers/route assistants will be paid from the time clock which includes performing a proper pre-trip inspection, completing associated paperwork, keeping the interior of the bus clean and

fueling as required to a maximum of fifteen (15) minutes in the morning and fifteen (15) minutes prior to leave time for mid-day and afternoon runs.

Breaks of fifteen (15) minutes or less between runs/routes will be paid and employees are not required to return to the Transportation Department to punch out using the time clock. School bus drivers/route assistants having more than fifteen (15) and up to forty-five (45) minutes between runs are expected to notify the Director of Transportation or designee in writing requesting to remain on the clock during the layover time of more than 15 minutes. Once a decision has been made, the Director of Transportation or designee will provide a response in writing on the initial request provided by the school bus driver/route assistant.

## **6.5 Pick Days, Bidding and Posting of Routes**

### **A. Pick Days**

- 1) Fall pick days will begin no sooner than 10 working days prior to the start of school. At least two (2) working days before pick days begin, am and pm routes/runs and all extra work assignments with coversheets will be posted with all information as stated in Section 6.5B(5). Due to start-up changes, school bus drivers and route assistants will have thirty (30) calendar days from the first day of student attendance each year to submit requested punch time adjustments to a Route Manager for approval. Any punch time change requests occurring after the 30<sup>th</sup> calendar day must be submitted to the Director of Transportation or designee for approval.

- 2) The classification seniority list for summer school/extra work assignments will be posted for school bus drivers and route assistants to sign up to receive a pick time no later than April 15<sup>th</sup>. Summer school/extra work assignment pick days will begin at least one week prior to the start of summer school. All summer routes and extra work assignments will be posted for the school bus drivers/route assistants to select according to classification and/or department seniority.
- 3) All school bus drivers/route assistants will pick a route and bus on his/her designated pick day and time by seniority. Times listed for pick are the end time of a 5-minute pick window for am/pm work. Extra work assignment pick will be an additional 5-minute pick window. If you miss your pick time, the rotation will continue, and you will be rotated in after you arrive for your full 5-minute pick time.
  - a) If a school bus driver/route assistant is aware prior to the start of pick days that he/she is unavailable for his/her pick day/time, a proxy will be filled out, signed and submitted to a Route Manager before the start of pick days.
- 4) The department will assign up to 20% of the buses, which will be marked on the cover sheet for each route for viewing and on pick day(s). The remaining 80% will be available to bid on based upon classification seniority and appropriate capacity.

## **B. After Pick Days**

- 1) Except in extenuating circumstances as agreed by the Director of Transportation and the Union President, after Fall pick days all routes, extra work assignments and buses will be posted for one (1) posting cycle and awarded based on seniority. After the pick day process, all postings will be posted each week with assignment beginning the following work week.
- 2) After picking am and pm routes, school bus drivers/route assistants may select additional extra work until the employee is scheduled for forty (40) hours for the week.

After 60 calendar days from the first day of school, school bus drivers/route assistants are limited to give up and bid on am and pm route assignments up to four (4) times per school year, as identified in the school calendar. Extra work assignments are not included in these limitations. If a school bus driver/route assistant's route/extra work is permanently shortened, the school bus driver/route assistant can select or bid upon a new am and pm route/extra work that will not be counted toward the four (4) changes per school year.

- 3) After summer school/extra work assignment pick days, any summer routes and extra work assignments will be posted and 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 may either electronically fill out a proxy or go to the Transportation Department and complete a proxy for the work. The work offered will be awarded by classification and/or department seniority.

The Teleposting will be updated if additional work is available pursuant to Summer Procedures.

- 4) All routes will be posted in full with am and pm hours and/or standby hours.
- 5) All am and pm routes/runs and extra work assignments shall carry the following information at the time they are posted:
  - 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 or summer school/work,
  - e) list of all preschool/ kindergarten students,
  - f) any special equipment needed i.e. safety vests, car seat etc.,
  - g) red folder alert,

- h) routes scheduled to return after dispatch hours will include an emergency contact #.

\*The school bus driver/route assistant 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 school bus driver/route assistant will maintain an accurate route book for the time period that they hold the route.
- 8) New employees hired after pick days shall have the choice of all open routes that have at least been posted for one (1) posting cycle and/or have the opportunity to bid on any routes currently posted.
- 9) Anytime an open route's hours change after pick days, that route will be re-posted.
- 10) After fall posting cycles, work that is not selected or is surrendered after posting will be assigned to the least senior school bus driver/route assistant able to perform the work.
- 11) To help with the consistency administration will be allowed to offer temporary coverage of leave of absence (LOA) routes to stand by

drivers and/or stand by assistants by seniority.

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

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

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

## **6.7 Stand-By Drivers and 12-month Employees**

The Director of Transportation or designee shall maintain a sufficient number of stand-by drivers.

Under extreme circumstances of driver absences, all qualified twelve-month employees and escort/custodian drivers will be expected to drive after available call-ins have been utilized.

## **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 Extra Work Assignments**

### **6.9.1 Daily Extra Work Assignments**

School bus drivers/route assistants who are scheduled for under forty (40) hours for the week, can make themselves available by signing the under-hours sign-up sheet. Such assignments will be by seniority. School bus drivers/route assistants, upon reaching 40 scheduled hours, will not sign the under-hour sign-up sheet.

School bus drivers/route assistants and stand by drivers/assistants who are scheduled for over forty (40) hours for the week, can make themselves available by signing the over-hours sign-up sheet. Such assignments will be by seniority.

### **6.9.2 Permanent Extra Work Assignments**

A school bus driver/route assistant who signs up for, and is awarded, a posted extra work assignment will be removed from the assignment if the school bus driver/route assistant has more than five (5) absences, FMLA absences excluded. Approved full day absences will not count toward this absence



limitation. A school bus driver/route assistant who is removed from the assignment will 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.

### **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**

Each member of the bargaining unit will be paid bi-weekly. Pay will be in arrears of the previous two weeks of work. Each pay period will cover two weeks, beginning with a Monday and ending on a

Sunday. Compensation for each pay period by direct deposit or pay card

### **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.)

See also: Section 6.5A(2) and 6.5B(3) through (5).

## **ARTICLE VII**

### **WORKING CONDITIONS AND PHYSICAL SETTING**

#### **7.1 Monitoring the Radio**

The District will 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 District will see that all bus stalls are plainly marked.

#### **7.3 Restrooms and Employee Breakrooms**

The District will provide for an employee breakroom and adequate restroom facilities for all employees in the Transportation Department. The District will further see that these facilities are properly maintained as to cleanliness.

## **7.4 Employee Parking**

The District will designate adequate employee parking for personal vehicles at 500 Shales Parkway, 1019 E Chicago St and 955 E Chicago St. The above listed locations are designated as on-site parking.<sup>1</sup> If an employee is required to transfer between 500 Shales Parkway and 1019 E Chicago St because of his/her assignment, will be shuttled by a district vehicle between the two buildings and paid on the clock. 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 will 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

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<sup>1</sup> Until both transportation facilities are operational, 955 and 1019 E. Chicago Street are considered off-site parking. In the event of on-site parking being unavailable, bargaining unit members will be compensated pursuant to this section.

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

## **7.6 Video and Audio Surveillance**

The purpose and use of any video and/or audio surveillance is to enhance the safety and security of students and to protect employee and District property. Due process will be afforded to all employees any time video and/or audio surveillance is evidenced in conjunction with a matter that may result in discipline to that employee. If video and/or audio is used in discipline, the DUTU President or designee may view the video and/or audio. Only authorized administrative personnel may access video as needed to fulfill their professional responsibilities. Tampering with video and /or audio equipment will be subject to progressive discipline.

### **7.6.1 Monitoring for Security**

24-hour video surveillance will be provided for all entrances and exits of both buildings and fueling station located on the north side of the Shales facility. The video will be accessible and monitored while the building is occupied and recorded.

## **7.7 Meal Reimbursements**

School bus drivers that accept an all-call trip or trip drivers that accept a same-day late trip, whether in-district or out-of-district, will be entitled up to one (1) \$8.00 meal reimbursement for lunch or dinner.

Meal Reimbursement Form must be legible and completely filled out with the original restaurant receipt attached. (Copies and/or duplicates of the

original receipt will not be eligible for reimbursement).

Trip Drivers that falsify receipts or attempt to abuse meal reimbursements may be subject to progressive discipline.

## **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 and Late Start Days**

The District will annually provide bargaining unit members with the methods by which school closings and late starts 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 will 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 will execute a drug and alcohol testing program for all holders of Commercial Drivers Licenses that complies with Federal and State statutes. If changes are made to the program, the Union will be notified before such changes are implemented. 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**

The District will enforce the dress code as outlined in the Transportation Policy and Procedure Manual. If there are changes made to the dress in the Policy and Procedure Manual the changes will be pursuant to Section 7.13. Failure to adhere to this code will result in the employee being asked to go home and change (non-paid). Repeat offenders will be subject to progressive discipline. It is intended that the Union have input into these notifications.

**7.15 Mechanic Tool Stipend**

Each mechanic will receive an annual tool stipend of \$250 to be paid on the first payroll of each fiscal year.

**7.16 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 or designee, a member of the Union's Staff Development Committee, and a mechanic will develop a current list of available classes.

**7.17 Certification Fee for NIASE**

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

**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 (i.e., social, emotional, behavioral, medical etc.), and deemed appropriate by the District will be shared on an “as needed” basis with school bus drivers/route assistants and other appropriate bargaining unit members. Proper use of this information will be a part of, but not limited to, ongoing in-service training for the department. Upon request, bargaining unit members shall be given training in use of this information. Confidentiality of student information should be maintained at all times.

## **8.3 Route 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 route assistant.

## **8.4 Student Discipline Definition**

Student discipline means the expectation and enforcement of a standard of orderly student behavior as defined by the District and the Student Discipline Committee.

## **8.5 Student Removal**

A principal/designee may deny a student the privilege of riding a bus whenever sufficient information on the student's behavior has been supplied in writing by the school bus driver/route assistant. Any bus suspension will be made in accordance with all State laws, and District policies and procedures.



If a student displays disruptive, irrational, unsafe behavior prior to leaving home with a parent or guardian present and/or school with an appropriate staff member present; that may endanger the safe operation or endanger any passenger/student/school bus driver or route assistant, that student may be denied access at that time with management approval.

## **8.6 Student Discipline Committee**

This committee will consist of 6 members, up to 3 appointed by the district and up to 3 appointed by the Union. The Committee will meet in September and January or as mutually agreed to by both parties to discuss problems and to further develop procedures to ensure the safety of students, school bus drivers and route assistants. The Human Resources Office will have the appropriate personnel involved when needed.

## **8.7 Disruptive Students**

Any student that is dismissed from school because of disruptive, irrational, or unsafe behavior will not be permitted to ride the bus.

# **ARTICLE IX**

## **GENERAL EMPLOYMENT PRACTICES**

### **9.1 Employment**

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

## **9.2 Application and Procedures**

### **9.2.1 Initial Employment**

All applications for employment will be made online through the Human Resources Department. 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 required to successfully pass the following:

- 1) Pre-Employment Physical (drug screen and TB test included)
- 2) Background Check

Once this process has been received and approved by Human Resources, a meeting will be scheduled for New Hire Orientation.

Human Resources will notify the Director of Transportation or designee that the employee has completed the New Hire Orientation and is now eligible to begin training sessions.

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 or designee 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 facility, the doctor must be on the approved national Registry of Certified Medical Examiners that is maintained by the Federal Motor Carrier Safety Administration;
- 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.
- 6) GCN (Global Compliance Network) Training. As required by state

mandate, employees will complete necessary GCN trainings as referenced in section 11.2.

### **9.3 Probationary Period**

#### **9.3.1 School Bus Drivers and Route 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 will start on the first or fifteenth 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.

The Transportation Director or designee 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 the 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. 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 or designee will 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 of Transportation or designee's comments, the employee 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 communication, informal evaluation or formal evaluation will only be removed from all files with the agreement of the District and Union if found to be untrue.

## **9.5 Resignations**

When a transportation employee wants to resign the employee will notify the Director of Transportation or designee 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 hired prior to June 5, 2017 the total of each employee's full 4.5% contribution. DUTU bargaining unit members hired after June 5, 2017 will pay the IMRF employee contribution via payroll deduction.

If the above provision allowing the employer paid employee contribution 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.

## **9.7 Retirement Incentive**

The following retirement program shall be available to eligible bargaining unit members hired prior to June 5, 2017.

- 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 or has received this benefit for 60 months, whichever comes first. 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 all eligible employees annually who provide notice of intent to select the retirement incentive with the insurance option. 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 abuse of sick leave, or other leave for illness or incapacity. Employees that exhaust their available sick leave or abuse sick leave, or other leave for illness or incapacity, may be subject to progressive discipline. Generally, progressive discipline will be a (1) verbal warning, (2) written warning, (3) one-day suspension without pay, (4) a longer suspension without pay of up to 3 days, and (5) termination. However, for a single flagrant incident, or a pattern of abuse of sick leave,



or other leave for illness or incapacity, discipline may start with a suspension without pay and may move to termination for a second flagrant or pattern offense.

Employees are entitled to use available sick leave for the following reasons: personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption.

Each employee is responsible for the appropriate use of sick leave. Inappropriate use may occur when an employee uses sick leave for unauthorized purposes or misrepresents the actual reason for the absence. Examples of incidents that may be considered an abuse of sick leave include, but are not limited to, the following:

- Use of a sick day after employee requests a day off and is denied by Transportation Administration;
- Use of a sick day after a Holiday;
- Use of a sick day on in-service days.

Inappropriate use may also occur when an employee establishes a pattern of sick leave without approved documentation. A pattern may be established if there are three (3) or more incidents per semester in which sick leave is taken on the same day of the week or the first or last day of the week. Pursuant to progressive discipline, an employee will receive a verbal warning at the time a pattern has been established, unless appropriate use can be shown. Further, the employee will be put on notice that an absence following the same pattern may result in progressive discipline and may require written documentation by a licensed

healthcare provider, as defined by Illinois School Code Section 5/24-6. The written documentation must provide the date the member was treated or other written documentation the District deems acceptable.

Progressive Discipline does 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.

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.

Absences from summer work are not included in the progressive discipline process set forth above for abuse of sick leave.

## **9.9 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**

Full-time school bus drivers and full-time route assistants shall be defined as anyone working a regular a.m. run and a regular p.m. run/route five (5) days per week. A full-time employee, other than a school bus driver or route 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 Seniority List**

An updated school bus driver's and route assistant seniority list shall be posted no later than the 15<sup>th</sup> of the month and a bargaining unit department

seniority list shall be posted quarterly no later than the 15<sup>th</sup> of the month.

## **10.5 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 (Health or Emergency), Injury, Maternity or, Disability
  - 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 (health or emergency), injury, disability 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.
  - 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.

3) Workers Compensation

- a) Nothing in this Agreement shall in any way diminish the rights of employees under The Worker's Compensation Act.
- b) Worker's Compensation leave 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 if there are no available open routes or positions, the employee will have the opportunity of bumping the least senior employee in his/her classification.

- c) An employee on a worker's compensation leave will continue to accrue seniority for the duration of such leave.

## **10.6 Transfer to New Classification**

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

## **10.7 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. 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**

- 11.1** 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.
- 11.2** There will be five (5)<sup>2</sup> in-service meetings not to exceed five (5) hours each that are paid pursuant to Section 13.1(1) and held each school year on non-student attendance days, as mutually agreed. One (1) of the five (5) in-service meetings will be solely dedicated to completion of GCN (Global Compliance Network) requirements.
- (a) 10-month in-district employees will be notified by

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<sup>2</sup> If Memorial Day is a paid holiday for school bus drivers and route assistants, there will be four (4) in-service meetings not to exceed five (5) hours each that are paid pursuant to Section 13.1(1).

administration the date they need to complete GCN. The employee will choose to complete the training either on-site as provided by the administration or off-site on the same date.

- (b) 10-month employees on a different school calendar will complete GCN on a student non-attendance day based on that calendar as determined by administration. The employee will choose to complete the training either on-site as provided by the administration or off-site on the same date.
- (c) If GCN is not completed on the designated day, the employee will not receive in service pay for that day. The employee is still expected to complete the GCN training and will only be paid actual GCN training hours.
- (d) 12-month employees will complete GCN during their workday as designated by administration.
- (e) New employees who have already completed mandated GCN, will be given optional GCN videos to view during this time. The employee will choose to complete the training either on-site as provided by the administration or off-site on the same date.

## ARTICLE XII

### LEAVES OF ABSENCE

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

- 1) Each ten (10) and twelve (12) month employee will 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 will be entitled to his/her first month's sick day at the conclusion of his/her ninetieth (90<sup>th</sup>) workday.
- 3) Sick leave days may accumulate without limit.
- 4) Sick days may apply to illness in the immediate family which will be as defined as: immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians (parents include stepparents, brothers and sisters include stepsiblings, children include sons-in-law and daughters-in-law).

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

Any employee called for jury duty or job-related witness appearance will be paid his or her full compensation for such time with no loss of leaves, seniority, or other benefits for jury duty or job-related

witness appearance. As a condition of receiving payment for such leave, employees shall remit to the District the daily fee received from the court.

## **12.3 Maternity Leave**

### **12.3.1 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.

### **12.3.2 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.

### **12.3.3 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.

### **12.4.1 Purpose**

A leave of absence without pay for up to one (1) year following the exhaustion of an employee's sick leave days and completion of the 90 working day probationary period will be granted for a temporary disability or emergency. Disability means the employee's inability, by reason of any medically determinable physical or mental impairment due to injury or sickness, to perform the duties of his/her occupation. Such leave may also be requested in order for the employee to care for a member of his/her immediate family (as defined in Section 12.1 above) or household. This section excludes leave for Workers' Compensation injuries or

Workers' Compensation Leaves for mental impairment cases.

#### **12.4.2      Application Procedure**

An application with a supporting doctor's statement is to be submitted to Human Resources. An updated medical statement must be submitted to Human Resources every thirty (30) days. If the employee fails to provide a medical update every thirty (30) days, they will receive a written reminder from Human Resources.

#### **12.4.3      Insurance Availability**

The employee will be given the opportunity to continue insurance coverage as set forth in the Agreement during the leave of absence but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.

#### **12.4.4      Return From Leave**

The employee will submit written confirmation of his/her intent to return from leave no less than one (1) week prior to the end of leave. The Human Resource Department may waive such time requirements. Upon return, the employee will return to his/her former position if the position still exists or to a mutually agreed upon available position.

## **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 Days**

1. Each ten (10) month Bargaining Unit Member shall receive two (2) paid personal days on July 1 of each year. Twelve (12) month full-time employees will receive three (3) personal days annually.
2. Bargaining Unit Members who begin their service after December 1<sup>st</sup> shall receive one (1) personal day. Bargaining Unit Members who begin their service after March 1<sup>st</sup> shall receive no personal days.
3. All requests will be made at least twenty-four (24) hours in advance to the Director of Transportation or designee. Forms will be supplied for this purpose.
4. Personal days or planned absences for Bargaining Unit Members are intended to provide for legal business, professional, religious, and family obligations (including, but not limited to, taking a child to reside at college for the first time) which Bargaining Unit Members cannot meet outside the regular workday.
5. Unused personal days are added to sick leave accumulation on July 1<sup>st</sup> of each year. Bargaining Unit Members do not receive payment for unused personal days.

## **12.7 Duty Related Injury**

There will be no loss of accumulated sick leave days or salary while an employee is absent from duty for a work related injury 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 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.

If the number of days needed within each year from July 1 through June 30 exceeds fifteen (15), the Association President will notify Human Resources, and the Union will reimburse to the District the cost of the employee(s) taking such additional leave, but in no case at a higher rate than the actual rate for that employee(s).



## **12.9 Disability Leaves**

### **12.9.1 Maternity Disability Leave**

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.

### **12.9.2 IMRF Disability**

In the event of a disability, an employee may apply for disability

payment through the Illinois Municipal Retirement Fund (IMRF). The District will supply employees with an IMRF disability checklist and applicable form(s).

**12.10**            **Pay for Sick Leave Days, Personal Days, Emergency Days, Jury Duty, and Holidays**

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

**12.11**            **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. 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 school bus drivers and route assistants shall be from the dry run 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 school bus drivers and route assistants are guaranteed the opportunity for 192 days of pay subject to the limitations below. These days will be based on 176 student attendance days, ten (10) holidays, five (5) in-service days<sup>3</sup> and one (1) dry run day.

- 1) In-Service Days - Employees shall receive their look back average hours or clock time, whichever is greater and will not exceed 8 hours, for in-service days attended. All employees must attend the in-service programs unless assigned to regular work by their manager.
  
- 2) Early Dismissal Days - Look back average hours or clock time, whichever is greater and will not exceed 8 hours, will be paid on early dismissal days for out-of-district as long as the school bus driver or route assistant

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<sup>3</sup> If Memorial Day is a paid holiday, the number of in-service days will be four (4) for school bus drivers and route assistants.

makes himself/herself available for any work that can be reasonably assigned to that employee, and the employee's time sheet will be adjusted accordingly. Those employees who choose to not make themselves available will only be paid clock time.

- 3) School bus drivers and route assistants will receive look back average or clock time (this will not exceed 8 hours), whichever is greater for any make up days necessary if emergency days are used during the school year. School bus drivers and route assistants may use an available benefit day on an emergency day when the District is closed. When the Board of Education declares the entire U-46 school system closed no bargaining unit member will suffer a loss of pay or benefits (this will exclude closures for any summer programming).
- 4) All 10-month employees shall receive their average look back or clock time (this will not exceed 8 hours), whichever is greater, for any two (2) hour late start days used during the school year.
- 5) School bus drivers and route assistants will 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.
- 6) An out-of-district school bus driver and/or route assistant will be entitled to the spring vacation in District U-46. Upon approval of the Director of Transportation or designee, an out-of-district school bus driver and/or route

assistant may take a spring vacation equivalent to the length of such vacation in District U-46, according to the out-of-district school calendar for the school they service.

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

- 7) In the event of distance learning days, including emergency distance learning days being utilized, 10-month employee's contracted days and hours will not be reduced (this will exclude E-learning for any summer programming).

The regular year for 12-month employees 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 year 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.

Employees who are promoted into a 12-month position from a 10-month position will be able to use vacation days immediately with approval from the supervisor. For a new hire to the district, 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 workday immediately preceding and the first regularly scheduled workday immediately following the holiday:

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

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<sup>1</sup> Veterans Day will be a floating holiday granted at a mutually agreed upon date by employee and supervisor.

<sup>2</sup> This day will be announced Annually by the Board of Education as either Lincoln's Birthday or President's Day.

<sup>3</sup> Memorial Day will only be paid if part of the student attendance calendar, including any emergency makeup days. If Memorial Day is part of the student calendar or becomes part of the calendar as a result of an emergency day, we will reduce the in-service days to four (4).

<sup>4</sup>This day will be announced annually by the Board of Education.

<sup>5</sup> For scheduled summer school bus drivers and route assistants.

## ARTICLE XIV

### INSURANCE

#### 14.1 Health Insurance Plan

All full-time drivers, route 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.

- A. Health Care Committee. Each eligible employee will be able to choose from the available plans offered by the Board. The Board and the collective bargaining unit understand that plan design and the monitoring of the comprehensive health care benefits program will be the responsibility of the District Health Care Committee of which the Union is a charter member. As outlined in the Health Care Committee Charter, there shall be a standing committee known as the District Health Care Committee, comprised of five administrative members, five ETA members, five Region 63 support staff members, with authority and responsibilities as described in this Charter. The Committee is established to monitor, advise, evaluate, and make recommendations, including changes, concerning the Health Care Plan to the Board of Education. The District Health Care Committee will see that appeal procedures are in place with providers for matters of the plan and benefit interpretation and, therefore, such matters will not be subject to the grievance procedure contained in this Agreement.



- B. Employee Contribution. The contribution for eligible employees for single, employee + spouse, employee + dependent children, or employee + spouse + dependent children (family) coverage will be 15% of the rate established for each of the options for the applicable year by an independent actuary selected by the Board after consultation with the District Health Care Committee. Members' contributions shall be made on a pro-rated basis through payroll deduction and will be on a pre-tax basis to the extent allowed by state and federal law and regulations. However, employees shall pay 100% of the cost of coverage for any dependent veteran child.

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 eligible employee a dependent care flexible spending account and health care flexible spending account. These accounts shall be funded solely through salary-reduction contributions made by the eligible employee to cover eligible expenses which the employee and his/her dependents may incur. However, an eligible employee who elects a health care option for which the employee is allowed to contribute to a Health Savings Account may not elect to have a health care spending account. The maximum contribution to the health care spending account shall be in accordance with federal law and regulations. However, an eligible employee's contribution to his/her health care spending account shall be reduced to an amount or to zero if said contribution will cause a tax to be imposed pursuant to section 4980I of the Internal Revenue Code of 1986, as amended, or if federal law reduces the amount allowed to be contributed. The current and future maximum contributions to the dependent care flexible 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:

	A	B	C	D	E	F	G	H
Bus Driver Shop Clerical	\$19.50	\$20.28	\$21.09	\$21.93	\$22.81	\$23.72	\$24.67	\$25.66
Route Assistant	\$13.85	\$14.40	\$15.00	\$15.58	\$16.20	\$16.85	\$17.52	\$18.58
Dispatcher Trainer Inspection Compliance Clerk Fleet Assistant	\$20.08	\$20.88	\$21.72	\$22.59	\$23.49	\$24.43	\$25.41	\$26.42
Mechanic Body Mechanic	\$26.23	\$27.28	\$28.37	\$29.50	\$30.68	\$31.91	\$33.19	\$34.52
Router Trip Advisor	\$20.75	\$21.58	\$22.44	\$23.34	\$24.27	\$25.25	\$26.26	\$27.31
Escort/Custodian	\$17.37	\$18.06	\$18.79	\$19.54	\$20.32	\$21.13	\$21.98	\$22.86
Lead Mechanic	\$27.00	\$28.08	\$29.20	\$30.37	\$31.59	\$32.85	\$34.16	\$35.53
Bus Washer Fleet Inspector								\$18.24

#### **15.2 Salary Increases**

Effective upon ratification by both parties, bargaining unit employees will be placed in the wage scale cell that contains the rate that is just above

their current rate in their appropriate category. Bargaining unit employees that are placed at or above the top rate of their appropriate category in the wage scale will receive a \$750 stipend.

Current employees whose hourly rate is below the new starting hourly rate will receive an increase to the new starting rate. For members, whose current rate is below the highest rate in the appropriate job category of the wage scale, they will be placed in the cell in the appropriate category that is immediately above their current hourly rate for the remainder of this fiscal year. For subsequent years, employees on the scale will be moved on July 1 of each year to the next cell to the right of their current placement. The hourly rates in the wage table above will not change for the duration of the contract and there will not be any retro pay.

For FY 22, bargaining unit employees, except Lead Mechanics, that have been at the top rate of their appropriate category in the wage scale since ratification will receive a \$1,100 stipend on July 1. The stipend will not increase their hourly rate nor is it cumulative to the yearly earnings of the employee. Everyone under the top rate will move one step in their appropriate category.

For FY 23, bargaining unit employees, except Lead Mechanics, that have been at the top rate for at least twelve (12) months in their appropriate category in the wage scale will receive a \$1,200 stipend on July 1. The stipend will not increase their hourly rate nor is it cumulative to the yearly earnings of the employee. Everyone under the top rate will move one step in their appropriate category.

For FY 24, bargaining unit employees except, Lead Mechanics, that have been at the top rate of their appropriate category in the wage scale for at least twelve (12) months will receive a \$1,250 stipend on July 1. The stipend will not increase their hourly rate nor is it cumulative to the yearly earnings of the employee. Everyone under the top rate will move one step in their appropriate category.

For FY 25, bargaining unit employees, except Lead Mechanics, that have been at the top rate of their appropriate category in the wage scale for at least twelve (12) months will receive a \$1,350 stipend on July 1. The stipend will not increase their hourly rate nor is it cumulative to the yearly earnings of the employee. Everyone under the top rate will move one step in their appropriate category.

For FY 22, Lead Mechanics, that have been above the top rate of their appropriate category in the wage scale since ratification will receive a \$1,500 stipend on July 1. The stipend will not increase their hourly rate nor is it cumulative to the yearly earnings of the employee. Everyone under the top rate will move one step in their appropriate category.

For FY 23-24, Lead Mechanics that have been at or above the top rate of their appropriate category in the wage scale for at least twelve (12) months will receive a \$1,500 stipend on July 1. The stipend will not increase their hourly rate nor is it cumulative to the yearly earnings of the employee.

For FY25, Lead Mechanics that have been at or above the top rate of their appropriate category in the wage scale for at least twelve (12) months will receive a \$1,600 stipend on July 1. The stipend will

not increase their hourly rate nor is it cumulative to the yearly earnings of the employee.

Route assistants starting pay will adjust to column C on the effective date of the minimum wage change. Any route assistants currently employed that are below the minimum wage will be moved to column C.

For new hires employed prior to January 1 of each year they will step on July 1, for new hires hired after January 1 of each year they will not step until the following calendar year on July 1.

If an employee changes classification, they will be placed on the wage scale in the appropriate category just above their current rate of pay. If the employees' hourly rate already exceeds the highest rate in the new job category they are moving into, they will receive the appropriate stipend.

## **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 workdays, 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 Change or Addition to Uniforms**

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.



## 17.2 Mechanic Uniforms

The District will provide mechanics with a clean work uniform for each workday, 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

### 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 XIX**

### **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 XX**

### **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.

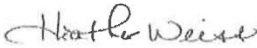
# ARTICLE XXI

## TERMINATION CLAUSE

This Agreement shall constitute the Agreement between the parties. This Agreement shall continue in full force and effect through June 30, 2025 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, April 20, 2021:

For the Board, April 26, 2021:



\_\_\_\_\_  
President, Heather Weiss



\_\_\_\_\_  
Vice-President, Elsy Morales



\_\_\_\_\_  
Secretary, Shawn Bernhardson



\_\_\_\_\_  
Treasurer, Sheri Slania



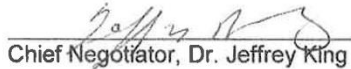
\_\_\_\_\_  
Chief Negotiator, Catherine J. Wyzkowski



\_\_\_\_\_  
President, Sue Kerr



\_\_\_\_\_  
Director of Transportation, Jeffrey S. Prowell



\_\_\_\_\_  
Chief Negotiator, Dr. Jeffrey King

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