

**CONTRACTUAL
AGREEMENT**

between

JOLIET TOWNSHIP HIGH SCHOOL DISTRICT 204

and

COUNCIL 31 – LOCAL 197

of the

*AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES*

JULY 1, 2020 – JUNE 30, 2023

JOLIET, ILLINOIS

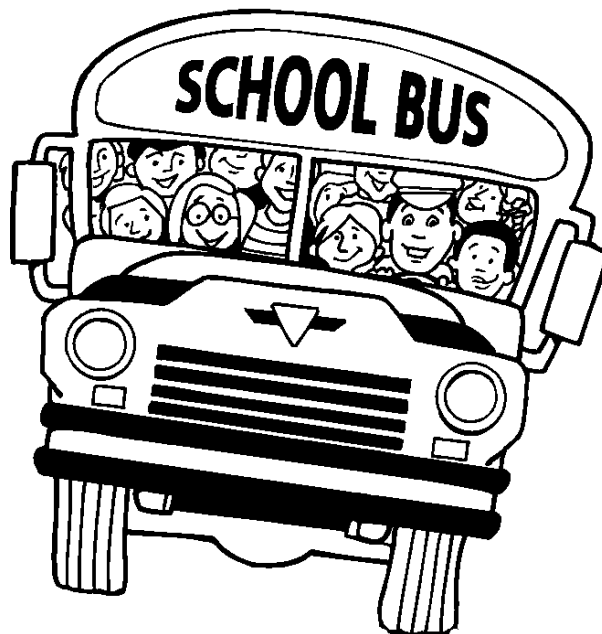


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PREAMBLE

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

This collective bargaining Agreement is made and entered into this April 20, 2021 between the Joliet Township High School District 204, hereinafter referred to as the "Employer", and Council 31, Local 197 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

Section 1. Terms

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

Section 2. Union Exclusivity

The Employer shall not meet, discuss, confer, subsidize, or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages and working conditions. Nor shall the Employer negotiate with employees over their hours, wages, and working conditions, except as provided herein.

Section 3. Recognition

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

Regular Full-Time Bus Drivers
Regular Part-Time Bus Drivers
Bus Monitors/Aides

Regular Full-Time Driver-Dispatchers
Regular Part-Time Driver-Dispatchers

Section 4. Probationary Employees

Newly hired employees shall be considered probationary employees for a period of forty-five (45) scheduled work days (the JTHS school attendance calendar will be used to calculate the probation period and extension) from the last date of hire. A 45-day probation period may be extended up to an additional 90 working days before a final decision is made. Nothing in this section will preclude the employer from releasing an employee for just cause at any time within the probationary period. Probationary employees shall not be eligible for regular or emergency trips or summer school routes.

Section 5. New Classifications

The Employer shall promptly notify the Union of its decision to propose any and all new classifications. If the proposed classification has no substantial change in duties, the new classification shall automatically become a part of this Agreement.

Section 6. Integrity of the Bargaining Unit

The Employer recognizes the integrity of the Bargaining Unit, and will not take any action directed at eroding it. The Employer will assign Bargaining Unit work to Bargaining Unit employees, however, the employment of substitute, temporary or emergency personnel to supplement bargaining employee's work on a temporary basis shall not be considered an erosion of the bargaining unit. Nothing in this Agreement shall prohibit the District from using other staff to transport students in District vehicles that do not require a school bus driver's license or permit.

ARTICLE II MANAGEMENT RIGHTS

Section 1. Rights Residing in Management

Except as amended, changed, or modified by this Agreement, the Employer retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to: The right to hire, promote, demote, transfer, evaluate, allocate and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force, to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions, and sections and work to be performed therein; to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments.

Section 2. Statutory Obligations

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer except that the exercise of its rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of the Agreement.

ARTICLE III NON-DISCRIMINATION

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

ARTICLE IV UNION MEMBERSHIP

Section 1. Deductions

1. The employer must make dues deductions for the exclusive representative (AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION/AFSCME COUNCIL 31) “in accordance with the terms of an employee’s written authorization”.
2. The Employer shall honor “maintenance of dues authorization agreements” entered into by employees such as the agreement contained on the dues authorization card used by AFSCME.
3. The Employer must commence dues authorization within 30 days of notice of authorization being provided by the employer by the Union. The Employer is required to transmit deductions to the union within 10 days of the deduction.
4. The Union, not the Employer, is now the record keeper of dues authorization cards. The Union is not required to provide a copy of the dues authorization to the Employer. Dues deduction authorization remains valid until the employee is no longer employed by the Employer in the bargaining unit position represented by the Union, or until the Employer receives notice from the Union that the employee has revoked his/her authorization in writing in accordance with the terms of the authorization.
5. If an employer is approached by an employee asking to revoke his/her dues authorization, the Employer is prohibited from taking action except that the employer should direct the employee to the Union. The Union is responsible for processing the request and notifying the Employer of a revocation. The Employer must rely on information provided by the Union for both dues authorization and revocation.
6. The Employer is indemnified by the union for damages and reasonable costs incurred for any claims by employees for deductions made in good faith relying on the Union’s notification.
7. The remedy for the Employer failing to deduct timely or for the Employer accepting revocation of dues authorizations directly from the Employees is that the Employer (not the employee) will have to reimburse the union for all lost dues income.
8. AFSCME Council 31 agrees to refund the Board or AFSCME 31 any dues which may have been erroneously deducted or remitted to AFSCME Council 31.

Section 2. Employee Information

The Employer shall monthly notify the Union in writing as to the following personnel transactions involving bargaining unit employees within each department, with work locations: new hires, promotions, demotions, reclassification, layoffs, reemployments, transfers, leaves of absences, returns from leaves, suspensions, terminations, retirements, resignations, discharges, and any other information mutually agreed to by the parties. In addition, the Employer shall notify both Council 31 and the Local Union via electronic mail of all new persons hired into the bargaining unit positions on or before the new employee (s) date of employment. To accomplish the said language, the Union will be provided a copy of the monthly board agenda prior to the

school board meeting.

The Employer must provide bargaining unit lists and employee contact information to the Union within 10 calendar days from the beginning of every school term and every 30 calendar days thereafter in excel. The information must include: name, address, job title, worksite location, work telephone numbers, identification number if available, date of hire, work email address, any home or personal cellular telephone numbers on file with the Employer, and any personal email addresses on file with the Employer. In addition, the Employer must provide the union the same information as above for all new hires within 10 days of the date of hire.

Section 3. Privacy

The Employer shall not disclose employee personal information including; home address (this includes the disclosure of county and zip code), date of birth, home and personal phone number, personal email address, information identifying an individual's union membership or membership status, dues authorization or non-authorization, and emails or other communications between a labor organization and its members. The Employer shall also provide the Union with copies of any FOIA requests for such prohibited information as well as the Employers' response.

Section 4. Employer Neutrality/Unfair Labor

The Employer shall not interfere with the relationships between the bargaining unit employees and the Union. The Employer shall not discourage employees from becoming or remaining union members or from authorizing dues deductions. All inquiries about union membership shall be referred to the Union, except the Employer may communicate with the employees regarding payroll procedures. The Employer must establish and make a good faith effort to implement a policy to prohibit and block the use of its email system by outside third parties to engage in the conduct.

ARTICLE V GRIEVANCE PROCEDURE

Section 1. Grievance and Arbitration Procedure

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. The Union Steward, with the employee, shall present the grievance or dispute in writing to the Director of Transportation within ten (10) working days of the grievance or the employee's knowledge of its occurrence. The Director of Transportation shall meet with the grievant and the steward and shall respond to the steward within ten (10) working days. For the purpose of this Article, a working day is defined as a day when school is in session and is considered to end at 4:00 p.m.

Step 2. If the grievance has not been settled, it shall be presented in writing, by the employee and by the Union Steward or the Union grievance committee to the Director of Human Resources within ten (10) working days after the supervisor's response is due. The Director of

Human Resources shall respond to the Union Steward or the grievance committee in writing within ten (10) working days.

Step 3. If the grievance still has not been settled, it shall be presented by the employee and the Union Steward, Union representative or grievance committee to the Superintendent of Schools for District #204 in writing within ten (10) working days after the response of the Director of Human Resources is due. The Superintendent shall respond in writing to the employee and to the Union within ten (10) working days.

Step 4. If the grievance still has not been settled, a copy of the entire record shall be presented to the Board of Education within seven (7) working days after the response of the Superintendent of Schools is due. The Board of Education shall conduct a closed hearing not more than ten (10) days after the next regular meeting of the Board, at which time the employee may appear in person, by attorney, and by representative of the Union, and present evidence. The Board shall respond in writing within seven (7) working days of the meeting in which the grievance was presented.

Step 5. If the grievance is not settled in accordance with the foregoing procedures, the Union may refer the grievance to arbitration within ten (10) working days after receipt of the Step 4 response or after the Step 4 response was due, whichever is earlier.

a) The parties shall attempt to agree upon an arbitrator, within five (5) working days after receipt of Notice of Referral and in the event the parties are unable to agree upon an arbitrator within said five (5) working day period the parties shall immediately jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike the second name, and so on until one name remains, who shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that a time and date be set subject to the availability of the employer and the Union. All arbitration proceedings shall be held at the Board of Education Administration Building unless the parties mutually agree otherwise.

b) The arbitrator shall have no power to add to, subtract from or modify in any way the terms of this Agreement.

c) The fees of the arbitrator shall be borne equally by the parties.

d) The award of the arbitrator shall be final, conclusive and binding upon all affected parties.

Section 2. Time Limits

a) Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

b) The time limits at any step or for any hearing may be extended by mutual agreement of the

parties involved at that particular step.

c) The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next steps.

Section 3. Advanced Grievance Step Filing

Certain issues, which by nature are not capable of being settled at a preliminary step of the grievance procedure, may by mutual agreement be filed at the appropriate advance step where the action-giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

ARTICLE VI UNION RIGHTS

Section 1. Union Activity During Working Hours

Employees shall, with permission of Employer, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend negotiations, grievance hearings, labor/management meetings, committee meetings, and activities if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievant, and if such attendance does not substantially interfere with the Employer's operations. With written permission from the Employer, members may attend such meetings with pay during the employee's regular working hours, providing such attendance does not interfere with the Employer's operations.

Section 2. Access to Work Sites by Union Representatives

The Employer agrees that local representatives and officers of AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for reasons of the negotiation and administration of this Agreement. By mutual agreement with the Employer in emergency situations, Union staff representatives or local Union representatives may call a meeting during working hours to prevent, resolve or clarify a problem.

Section 3. Time Off for Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representative shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. The employee may utilize any available personal leave in lieu of taking such without pay. Such time off shall not be detrimental in any way to the employee's

record.

Section 4. Union Orientations

New Hires- The Union shall conduct union orientation within two weeks for each new bargaining unit employee. The Union orientation shall be one (1) hour and take place during the employee's regular working hours with no loss of pay to the employee involved.

Section 5. Annual Orientation

Each bargaining unit employee shall annually attend an orientation provided by the Union. Orientations shall be scheduled at times mutually agreeable to the parties. Employees shall be allowed up to one (1) hour during working hours with no loss of pay to attend such orientations.

Section 6. Union Bulletin Boards

The Employer shall provide bulletin boards and/or space at each work location. The number, size, and location of each shall be mutually agreed to by the parties. The boards shall be for the sole and exclusive use of the Union. The Union shall also have access to place union business items in employee mailboxes. The items posted shall not be political, partisan or defamatory in nature.

ARTICLE VII COMMITTEES

Section 1. Labor/Management Committee Meetings

For the purpose of maintaining communications between Labor and Management in order to cooperatively discuss and solve problems of mutual concern, either party may request Labor/Management meetings as needed. The requesting party shall prepare and submit an Agenda no later than three (3) days prior to the scheduled meetings. The meetings shall be scheduled at a time, date, and place of mutual agreement.

Section 2. District 204 Health Insurance Review Committee

Participation of Local No.197 representatives in a committee to review insurance costs. Committee to be comprised of representatives of all District 204 employee groups.

ARTICLE VIII WORK RULES

Section 1.

Work rules shall not conflict with the terms of this Agreement.

Section 2. Work Rules

- a) The Employer agrees to discuss changes in existing work rules or the establishment of new work rules with the Union.
- b) Further, when existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive workdays before becoming effective.
- c) Informing Employees. The Employer agrees to furnish each employee in the bargaining unit with a copy of all existing work rules within ten (10) work days after they become effective.
- d) Enforcing. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement. The rules shall be uniformly applied and uniformly enforced. Complaints involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

ARTICLE IX DISCIPLINE AND DISCHARGE

Section 1. Definition

The employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measure shall include the following:

- a. Oral reprimand(notice to be given in writing)
- b. Written reprimand(notice to be given in writing)
- c. Suspension without pay (notice to be given in writing)
- d. Discharge (notice to be given in writing)

Special circumstances such as the severity of the misconduct or the employee's history of discipline may necessitate more severe disciplinary measure bypassing the normal progressive discipline steps. No warnings or reprimands shall be considered for purposes of progressive disciplinary action after forty-eight (48) months from the date of the warning or reprimand. If the employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public and shall be done in a timely fashion.

Section 2. Manner of Discipline

If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public and shall be done in a timely fashion.

Section 3. Suspension Pending Discharge

Upon completion of investigation, the Employer may suspend an employee without pay for up to thirty (30) days pending the decision whether or not charges for discharge shall be filed against an employee.

Section 4. Predisciplinary Meeting

Prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the employee involved and if requested, a Union representative, and inform the employee of the reasons for such contemplated disciplinary action, including any names of witnesses and copies of pertinent documents. The employee shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 5. Notification and Measure of Disciplinary Action

a) In the event disciplinary action is taken against an employee, other than the issuance of an oral warning, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of the reasons therefore. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

b) An employee shall be entitled to the presence of a grievance representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

c) Nothing in this section shall prevent the Employer from relieving employees from duty in accordance with its practice. The employee shall not lose any wages because of such suspension.

Section 6. Polygraph

No employee shall be required to take a polygraph examination as a condition of retaining employment with the Employer, nor shall be subject to discipline for the refusal to take such.

Section 7. Official Files

The Employer shall maintain only one (1) official personnel file for each employee. Only information contained within that file shall be used in disciplinary action. The employee shall be notified immediately of any new information placed in his/her file.

Section 8. No Call/No Show

An employee may be subject to discharge from JTHS if they have three (3) consecutive working days of No Call/No Show.

ARTICLE X HOLIDAYS

Section 1. Paid Holidays

The following are holidays with pay for all regular part-time employees. These employees will be paid an amount equal to their regularly scheduled hours.

New Years Day	Labor Day
King's Birthday	Columbus Day
Pulaski Day	Thanksgiving Day and the day after
Good Friday	
Christmas Eve	
Christmas Day	New Years Eve
Veterans' Day	

Lincoln's Birthday or Presidents Day (Superintendents Decision)

*Independence Day (only for employees working summer routes and who work their last scheduled day before and first scheduled day after the Holiday)

*Memorial Day (only for employees working their last scheduled day before Memorial Day and first scheduled day after within the week of the Holiday)

The following are holidays with pay for all regular full-time employees.

New Years Day	Labor Day
King's Birthday	Columbus Day
Pulaski Day	Thanksgiving Day and the day after
Good Friday	
Memorial Day	Christmas Eve
Christmas Day	New Years Eve
Independence Day	Veterans' Day
Lincoln's Birthday or Presidents Day (Superintendents Decision)	

Qualification for holiday pay will require that an employee shall have worked on their last scheduled day prior to and first scheduled day after the holiday unless the employee shall have been excused.

Section 2. Work on Holidays

An employee who is required to work on a paid holiday shall receive holiday pay in addition to the appropriate pay (equal to one and a half (1 ½) times their hourly rate) for the hours actually worked on the holiday.

ARTICLE XI SENIORITY

Section 1. Seniority Defined

Seniority is defined as the longest period of continuous employment with the Joliet Township High School District in a capacity covered by the Agreement. Employees shall receive seniority credit since their most recent date of permanent hire with the Joliet Township High School District. Classification seniority shall be based upon the date the individual started in the classification. General seniority shall prevail in case of a tie. A separate seniority list shall be maintained for bus monitor aides in the same manner as the driver list.

Section 2. Assignments

When a vacancy occurs in a permanent assignment the Employer shall fill the vacancy by assigning the employee with the most seniority from among those desiring the assignment.

Section 3. Promotions

All employees shall be informed of promotional vacancies. Such vacancies will be filled through the selection of qualified individuals. In accordance with this procedure, seniority shall prevail providing the employee is qualified as determined by the Administration.

All employees shall serve a probationary period of forty-five (45) working days from the date of promotion, and shall be entitled to return to their former classification with all seniority rights at the end of said probationary period.

Section 4. Posting

The employer will post a list of all regular bus routes and standby assignments and aides assignments on or before August 1, of each year. Not less than seven (7) calendar days later the employees will have an opportunity to bid on the posted regular routes and the standby assignments for assignment during that school year. Assignments will be based on seniority.

When a permanent vacancy occurs a notice of such vacancy shall be posted within five (5) working days on the office bulletin boards for three (3) working days. During this period employees wishing to apply for the vacancy may do so in writing to the appropriate employer representative.

All routes and schedule time is subject to change. If time must be added or subtracted from a route, the dispatcher will discuss the change with an eligible employee by seniority until someone accepts the change. If no one accepts the change, the dispatcher will change the time of the lowest senior eligible employee. If time is decreased, the employee will be provided a fifteen (15) workday notice before the change is implemented. Eligible employees are solely determined by the dispatcher based on seniority and student/route necessity. Changes identified as temporary will not be subject to this section.

In the event a route is deleted after the beginning of the school year, the senior driver or aide affected by the route deletion shall be allowed to choose a position from those drivers or aides of lesser seniority. Individuals bumped from a position may choose a position from drivers or aides of lesser seniority, with the last person accepting whatever remains.

ARTICLE XII HOURS OF WORK AND OVERTIME

Section 1. Regular Hours of Work

a) The hours of work for regular part-time employees will be as follows:

Route Drivers - Routes consisting of five (5) to seven (7) hours of route time per regular school transportation day may be developed. Actual working hours shall be determined by Administration. Employee schedules will include midday, activity, standby, and regular routes or assist in office and shop areas.

- Employees accepting seven (7) or more working hours per day will not be eligible for trips offered from the regular or emergency rotations.
- An employee who accepts six (6) or more working hours per day and is eligible to work extra AM route hours is not eligible for regular or emergency trips.
- An employee accepting six (6) or more working hours per day and is not eligible to work extra AM route hours will not be eligible for trips from the regular rotation, but will be eligible for trips from the emergency rotation that does not conflict with their regular route and will not generate overtime (40 hours per week). A turndown shall be recorded if the offered trip does conflict.
- All drivers will be eligible to accept trips from the regular and emergency rotation for trips which occur during the JTHS Spring and Christmas breaks providing the trips do not conflict with a driver's regular route.
- The Administration maintains the right to use substitute drivers for routes. Substitutes waiting to be hired by the school board can be used to drive any route. Standby drivers will be given first preference to routes.
- One ten-minute break is authorized for any continuous shift of six hours or more.

Standby Drivers - Five (5) hours per regular school transportation day divided between morning and afternoon.

Driver-Dispatcher - Full-Time – (10 & 12 month) Eight (8) hours per regular school transportation day with the day divided by a thirty (30) minute unpaid lunch period. A ten (10) minute break is authorized during the morning and afternoon periods without loss of pay.

Driver-Dispatcher – Part-Time – (10 & 12 month) Five (5) to eight (8) hours per day, depending on schedule determined by Administration. Employee shall get one ten (10) minute break during a continuous shift of five (5) to six (6) hours without loss of pay. Employees working more than six (6) continuous hours shall get a 30 minute unpaid lunch period and a 10-minute break during the morning and afternoon period without loss of pay.

Bus Aides- Routes consisting of four (5) to seven (7) hours of route time per regular school transportation day may be developed. Actual working hours shall be determined by

Administration. Employee schedules may include regular and standby route assignments or assisting in the office and shop areas. The Administration maintains the right to use substitute bus aides for all routes. One ten-minute break is authorized for any continuous shift of six hours or more.

b) The regular hourly rate shall be paid for all time over five (5) hours as a result of an extended route.

c) School Calendars- All drivers shall follow the Joliet Township High School attendance calendar for breaks and holidays. Drivers who accept an assignment including other schools may be required to work on JTHS holidays and breaks. If the driver desires to take time off for a holiday or break, they can only do so during the JTHS scheduled holiday or break and the missed time will not count toward summer school eligibility. If a driver misses work on a holiday or break and JTHS is in attendance, the missed time will count as an incident for the summer school eligibility.

All aides shall follow the attendance calendar for breaks and holidays for the school they are assigned. If the aide desires to take time off for a holiday or break, they can only do so during the scheduled holiday or break of the school they are assigned and the missed time will not count toward summer school eligibility. If an aide misses work on a holiday or break and the school they are assigned to is in attendance, the missed time will count as an incident for the summer school eligibility. Standby aides will follow the JTHS calendar.

d) Altered School Attendance Days

If the altered school day requires more than one break between routes, an employee will go off duty for one break and remain on duty for the other break. Breaks between routes and trips are not included in this section. Employees will be expected to perform additional duties during the break, ie: fueling or cleaning buses, cleaning the garage, cleaning the parking areas, going for parts, driving other routes or other transportation related duties as may be needed.

Section 2. Additional Hours of Work

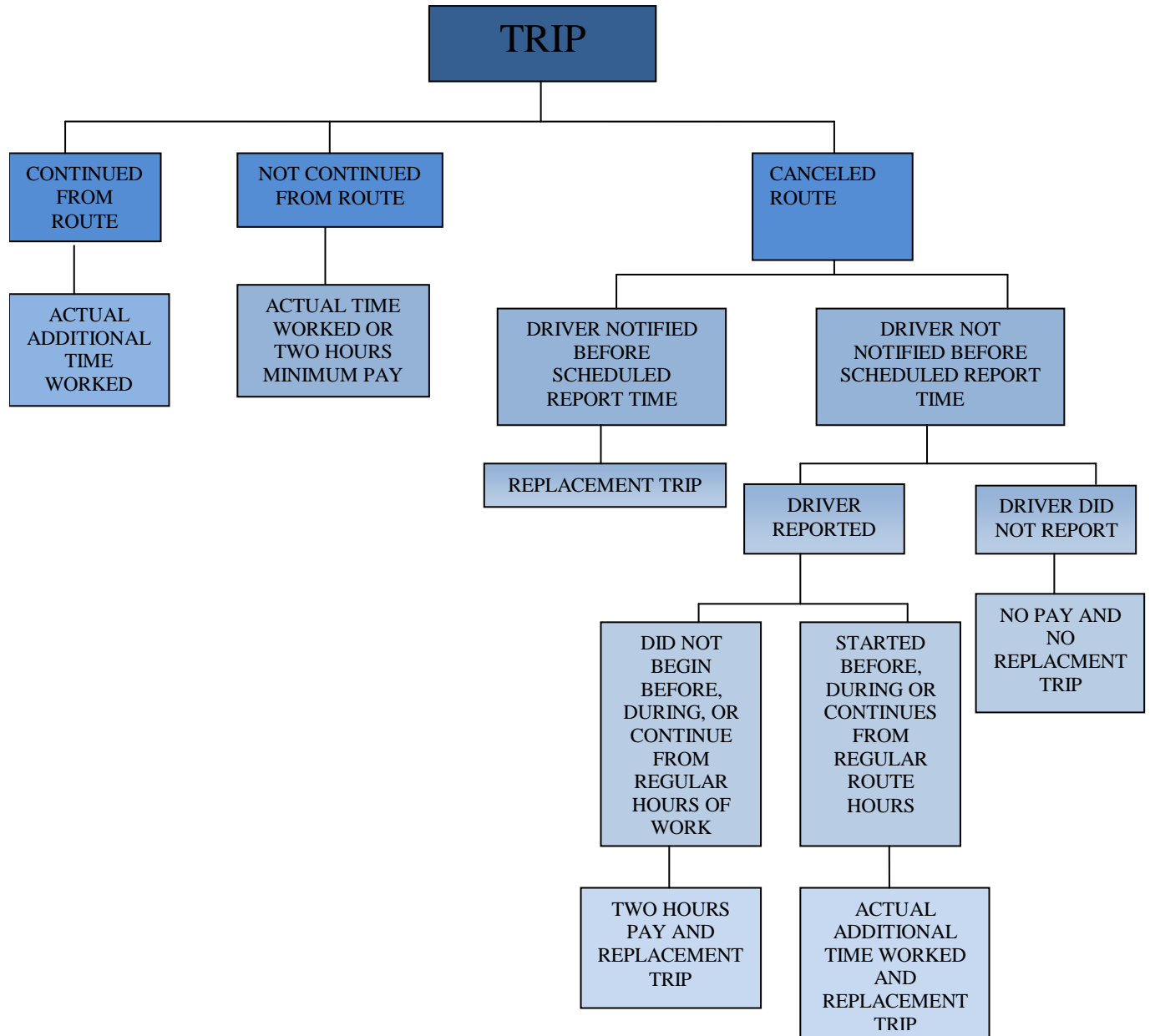
Additional hours of work shall be that extra work caused by trips, activity runs, and special routes. Unless re-assigned by the employer, drivers must complete both morning and afternoon routes on the day of the trip and must complete the scheduled afternoon run the day before a weekend or holiday trip to be eligible for additional hours of work that day. New drivers hired in accordance with Board policy shall be added to the various rotation lists at the end of their probation period in their proper seniority order based on the effective date of hire as approved by the Board of Education. Individuals who have accepted any additional hours of work (regular or substitute) will not be given an opportunity for work which conflicts with what has already been accepted.

a) Trips defined as any assignment before; between and after the regularly scheduled route assignment shall be posted and bid on by the drivers. While the District will offer trip assignments first to the regular part-time bus drivers, other means including the use of the full time drivers may be used when the part-time regular drivers are not available. Trip assignments of less than 5 hours for individuals may be withdrawn when substitutes are not available for

regular routes affected by the trip assignment. On the Monday preceding the first day of school for JTHS of each year a seniority list will be established for assignment purposes. Initial assignments for each year will be based on seniority. Thereafter, for the remainder of the school year, trips will be posted once per week and assigned on a rotating basis. Trip requests received after the posting date for that week will be considered as emergency trips and shall be assigned on the basis of a separate rotation list consisting of regular part-time drivers, created annually as above. Those drivers that refuse a trip assignment or who are absent at the time of the posting or on the date of the trip shall have that trip counted in the rotation as if worked. After three (3) occurrences of accepting a regular or emergency trip and then canceling from the trip, a driver will not be able to accept any trip for the remainder of the semester. The semester shall include any extended break following the semester. (i.e. Winter break after Semester 1, Summer Break after Semester 2) Employees with no operable telephone shall receive a 'Turn Down' for Emergency Trips offered throughout the year and for Regular Rotation Trips offered during the summer break.

There shall be a guarantee of two (2) hours work for each trip, except trips starting before, during or continuing from regular hours of work will be limited to payment for actual additional time worked. Trip assignments starting before, during or continuing from regular hours of work and management estimates to be two hours or less will not be counted as a trip and will not be included on the regular or emergency trip rotations. Management will assign the "short" assignments as evenly as possible to drivers with less than six (6) hours route time. If a trip is canceled and the driver is notified before the scheduled report time, the driver will receive a replacement trip in lieu of any payment. If a trip is canceled after the scheduled report time and the trip started before, during or continued from the drivers regular hours of work, the driver will receive a replacement trip and payment for the actual additional time worked. If a trip is canceled after the scheduled report time and the driver has reported for duty, and the hours did not begin before, during or continue from the regular hours of work, the driver will receive a replacement trip and two hours of pay for their commitment. There will be no payment for the guarantee in the event the employee could not be contacted because of the lack of an operable telephone. An event is considered a trip if the bus departs the transportation facility. When a single event requires a separate drop off and pick up, the activity shall be considered one trip. Tournaments requiring multiple trips may be posted as such at the discretion of the Director of Transportation. Each occurrence will be counted as one trip.

ARTICLE XII SECTION 2a TRIP FLOWCHART



b) Overnight Trips. Drivers accepting overnight trips should include preparing and securing the bus as time worked. This includes fueling, cleaning, pre/post trip inspections and parking in a secure area. Drivers will be paid as follows:

Day 1 – travel day to destination,

- If day 1 occurs on a regular school day, the driver will be guaranteed five (5) hours of work beginning with the trips original report time and will be paid for actual additional time worked beyond the four hours.
- If day 1 occurs on a weekend, holiday, or other non-school day, the driver will be guaranteed eight (8) hours of work beginning with the trips original report time and will be paid for actual additional time worked beyond the eight hours.

Additional days between day 1 and the last day

- Drivers will be guaranteed eight (8) hours of pay beginning at 7:30 am and ending at 3:30 pm. Time worked before 7:30 am or after 3:30 pm will be paid as additional time worked.

Last Day – travel day returning to Joliet

- If the last day occurs on a regular school day, the driver will be guaranteed five (5) hours of work beginning with the trips original report time and will be paid for actual additional time worked beyond the four hours.
- If the last day occurs on a weekend, holiday, or other non-school day, the driver will be guaranteed eight (8) hours of work beginning with the trips original report time and will be paid for actual additional time worked beyond the eight hours.

c) Summer school routes shall be posted from the summer school route list and bid on according to an attendance reward system. Individuals based on seniority will have the first choice in the following groups until all summer jobs are filled;

Group 1. First to select for summer jobs are individuals with zero day's absence

Group 2. Second to select for summer jobs are individuals with greater than zero days absence up to 1.5 absences

Group 3. Third to select for summer jobs are individuals with greater than 1.5 day's absence up to 3 absences

Group 4. Fourth to select for summer jobs are individuals with greater than 3 day's absence up to 4.5 absences

Group 5. Fifth to select for summer jobs are individuals with greater than 4.5 absences shall be day for day

The following will not count as an absence while calculating the summer school rotation: a) worker's compensation absence, b) five (5) days bereavement for immediate family, c) jury duty mandated by the court system, d) military duty, e) sick time used while waiting for negative substance abuse or alcohol tests results pursuant to Article XIX, Section I, f) time off for approved written requests from Council 31 for union activities. Absence counting will end ten working days prior to the end of the school year for Joliet Township High Schools so that an absence list can be developed and posted before the routes are chosen. Days absent during the last ten days of the school year will be included in the following years absence count. The district reserves the right to dock pay and issue discipline when just cause exists. Drivers accepting a summer school route assignment may not take trips during the assignment. The

routes shall be assigned for the entire Summer School program. The employer may create one or more standby positions for summer school routes to cover an absence or a driver will be chosen from the Emergency Trip Rotation until a replacement is secured. Individuals currently assigned a summer school route will not be eligible for a substitute summer school assignment during their assigned summer school terms and will not receive a "makeup" for the missed opportunity. To be eligible for Summer School routes, a driver must have completed a full JTHS school year. The employee must have worked on the first day of school for JTHS and must have been approved for employment no later than the regular September Board of Education meeting. Full-time Driver/Dispatchers are not eligible for Summer School routes.

If a new summer school route is created or a route becomes open after the original Summer School posting is completed, and the new route is expected to generate 30 hours or more per week, then the new route would be offered to the drivers at the top of the Summer School attendance list. If a driver chooses the new expected 30+ hour route, the route they originally chose will be vacated. A vacated route expected to provide 30 or more hours per week will be offered to drivers who originally chose a summer school route in the same order as the original choices. However, a vacated route expected to provide less than 30 hours will not be offered through the Summer School attendance list. Drivers who have worked the original route for 5 or more days, will not be offered the new route. If a driver was eligible for Summer School routes and originally chose to turn down the summer extra work, they will not be asked about the new route or for any bumped route.

d) During the term of this agreement, both parties agree to hold a labor/management meeting concerning route packages one week prior to the beginning of the new school year and one week after the conclusion of each year.

e) In the event a bus monitor/aide is required on a trip, the bus monitor/aide will be compensated for all hours worked. In the event a bus monitor/aide is required on an overnight trip they will be paid as defined in Article XII, Section 2b Overnight Trips.

Section 3. Overtime

All hours worked in excess of forty (40) hours during a workweek shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.

Section 4. Special Meetings

When any special meeting outside of regular work hours is called by the employer there shall be a minimum of two (2) hours pay at the employee's appropriate rate of pay unless such meeting is a continuation from regular work periods. The employer will give a minimum of four (4) days notice before a meeting except for emergency situations.

Section 5. Emergency Closing Days

Drivers and aides shall receive two (2) hours pay at the appropriate rate of pay on those days an emergency closing has caused the stoppage of school bus transportation provided such employee has reported for duty, unless the employer could not contact the employee because of a lack of an

operable telephone. Employees should monitor local media stations ; call JTHS Transportation Department; and may sign up for the district text notifications concerning closings or late starts.

ARTICLE XIII SICK LEAVE AND PERSONAL LEAVE

Section 1. Sick Leave Annual Rate

Part-time employees with regular work weeks of less than (40) hours shall be granted annual sick leave of twelve (12) days at their current regular assigned daily route hours. Days earned as a part time employee shall be guaranteed a minimum of (5) hours per day. For those employees with regular work weeks of forty (40) hours, annual sick leave shall be (17) seventeen days at (8) hours pay per day.

Section 2. Use of Sick Leave

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The term “immediate family” shall be construed to mean a spouse, parent, child, brother, sister, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or legal guardian, stepchild or stepparent.

The Union agrees and acknowledges that the Board of Education may exercise all rights granted according to the Illinois School Code (105ILCS 5/24-6) which states: “The school board may require a physician’s certificate, or if the treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of such person’s faith, as a basis for pay during leave after an absence of 3 days for personal illness, or as it may deem necessary in other cases. If the school board does require a physician’s certificate or a certificate from a spiritual healer as a basis for pay during leave of less than 3 days, the school board shall pay, from school funds, the expenses incurred by the employee in obtaining the certificate.” (105ILCS 5/24-6). A certification from a qualified health care provider, when requested, must be provided upon return following an absence of 3 or more days.

Section 3. Accumulation

Employees with regular work weeks of less than thirty-five (35) hours shall be allowed to accumulate unused sick leave from year to year up to a maximum accumulation of two hundred (200) days at the appropriate hourly rate per day. Employees with regular work weeks of thirty-five (35) hours or more shall be allowed to accumulate unused sick leave from year to year up to a maximum accumulation of two hundred forty (240) days at the appropriate rate per day. Any employee who retires from School District 204 and immediately takes Illinois Municipal Retirement Fund benefits will be reimbursed by the Board of Education for unused sick leave days not used toward retirement benefits up to a total of one hundred sixty (160) days at the rate of twenty-five (\$25) dollars per day for workers with regular work weeks of less than thirty-five (35) hours and up to a total of two hundred forty (240) days at the rate of forty (\$40) dollars per day for workers with regular work weeks of thirty-five (35) hours or more.

Section 4. Personal Leave

Personal leave will be deducted from sick leave when used. A maximum of three (3) days per year may be granted without loss of pay for personal business, which cannot be conducted at a time not in conflict with the employee's work schedule. The employee shall not be required to give an explanation of the reason of the leave, except for days before and after a holiday or vacation. Vacation time and business connected with income producing endeavors are excluded from consideration for personal leave. Requests for personal leave are to be submitted through the Director of Transportation to the Director of Human Resources. Personal leave cannot be used to extend a holiday or vacation.

Section 5. Bereavement Leave

A maximum of five (5) days will be granted upon the death of a parent, spouse, or child, parent-in-law, stepchild or stepparent.

A maximum of three (3) days will be granted upon the death of a sister, brother, son/daughter-in-law, grandchild, grandparent, legal guardian or other near relative who resides in the same household.

The day of the funeral will be granted upon the death of a near relative, not residing in the same household.

Bereavement leave taken in accordance with items 1, 2, and 3 shall be taken from sick leave. Leaves taken for bereavement shall not be subtracted from Personal leave unless more than allowed time is taken.

Section 6. Worker's Compensation

All employees of the district regardless of part-time or full-time status are covered by Worker's Compensation Insurance. Worker's compensation benefits are subject to statutory requirements. Wages will not be paid nor sick leave authorized for any day for which worker's compensation salary benefits are paid. Accumulated sick leave may be used for any days of absence not covered by worker's compensation. Regular payroll checks, which reflect the use of accumulated sick leave, shall continue until the initiation of Worker's Compensation salary benefits. Any employee injured while on the job is expected to report the incident immediately to the immediate Supervisor.

ARTICLE XIV LAYOFF AND RECALL

Section 1. Layoff

Layoffs shall be made in the reverse order of seniority within each job classification. No regular driver or aide will be laid off until all probationary and temporary employees are laid off.

Section 2. Recall

Recalls shall be according to seniority in each job classification and no one will be hired until all laid off employees in that classification have been called back to work.

**ARTICLE XV
HEALTH AND SAFETY**

Section 1.

A joint labor/management Safety and Health Committee will meet as needed to review health and safety concerns relating to the working environment. The Committee will include three members from the Union.

Section 2.

No driver shall be required to drive a bus determined by the driver and management to be unsafe. If a disagreement between the driver and management exists as to the bus being safe to operate, a Pre-Trip Form shall be filled out, dated and signed by both parties prior to the operation of the bus.

**ARTICLE XVI
LEAVES OF ABSENCE**

Section 1. General Leave

Leaves of absence for a definite period of time not to exceed a school year may be granted for purposes other than income producing endeavors. Such leaves may be extended for good cause by the Employer for additional periods. Leaves under this Article shall be treated in accordance with current District policy and practice. Examples of such leaves include illness, disability, maternity and parenting.

Section 2. Jury Duty

An employee shall be granted a leave of absence for jury duty. During such leave, the employee shall be paid the difference, if any, between the amount ordinarily earned by the employee and the amount actually received for jury service.

ARTICLE XVII INSURANCE

Section 1. Provision and Participation

a) All regular full time employees (thirty-five [35] or more hours per week) will be provided with the insurance coverage's specified in this article by the Board of Education. Regular Part Time Driver-Dispatcher's on a thirty-four (34) hour work week schedule, shall also be included in this Insurance Provision, because they many times work more than thirty-five (35) hours and they work as per their agreement, all Monday and Friday Holiday Schedules without additional compensation.

b) Employees who regularly work from twenty (20) to thirty-four (34) hours per week shall be entitled to the same insurance coverage as full-time personnel on a cost share basis. The cost for the employee is forty percent (40%). The District cost is sixty percent (60%).

Section 2. Life Insurance and Personal Property Reimbursement Coverage's

a) Life insurance in the amount of twenty thousand dollars (\$ 20,000) for employees classified as "Regular Full or Part-Time Bus Drivers" and "Regular Part-time Driver Dispatchers" and "Bus Monitors/Aides" and twenty-five thousand dollars (\$25,000) for employees classified as "Regular Full-time Driver-Dispatchers".

b) The Board shall provide a fund to reimburse employees for damage to personal property while on school premises. The fund shall be limited to \$100 for any one loss per employee and a total of \$1,000 for any fiscal year, with a \$25.00 deductible per person per occurrence. Exclusions shall include a) intentional damage, b) ordinary wear and tear, c) moth or vermin damage, and d) personal automobile. The Board of Education reserves the right to purchase a like replacement or to reimburse the employee up to the limits above.

Section 3. Medical, Dental and Vision Insurance Coverage

The insurance plan for Council 31 shall provide identical coverage's as District 204 provides to Council 204, the Joliet Township High School District 204 faculty member collective bargaining association, excluding Life and Long Term Disability Insurance.

a) Blue Cross and Blue Shield Usual and Customary Coverage or Blue Cross/Blue Shield P.P.O. Coverage, or an equivalent coverage plan with major medical benefits. The choice between the usual and customary plan or the P.P.O. plan and/or equivalent coverage shall rest with the Board of Education.

Full-Time Bus Drivers

2020-2021 - 21 Pays

	Total Plan Premium	% Employee	Employee Cost	Employee Cost per Pay Period	Employer Cost	Employer Cost Per Pay	Total Monthly Premium	Monthly Employee Premium
Single HMO	\$ 7,248.00	5%	\$ 363.60	\$ 17.31	\$ 6,884.40	\$ 327.83	\$ 604.00	\$ 30.30
EE+Children HMO	\$ 13,356.00	8%	\$ 1,093.44	\$ 52.07	\$ 12,262.56	\$ 583.93	\$ 1,113.00	\$ 91.12
EE+Spouse HMO	\$ 13,920.00	8%	\$ 1,163.52	\$ 55.41	\$ 12,756.48	\$ 607.45	\$ 1,160.00	\$ 96.96
Family HMO	\$ 20,676.00	8%	\$ 1,753.92	\$ 83.52	\$ 18,922.08	\$ 901.05	\$ 1,723.00	\$ 146.16
Single PPO	\$ 9,924.00	5%	\$ 453.60	\$ 21.60	\$ 9,470.40	\$ 450.97	\$ 827.00	\$ 37.80
EE+Children PPO	\$ 18,660.00	8%	\$ 1,534.68	\$ 73.08	\$ 17,125.32	\$ 815.49	\$ 1,555.00	\$ 127.89
EE+Spouse PPO	\$ 19,836.00	8%	\$ 1,631.88	\$ 77.71	\$ 18,204.12	\$ 866.86	\$ 1,653.00	\$ 135.99
Family PPO	\$ 33,192.00	8%	\$ 2,730.24	\$ 130.01	\$ 30,461.76	\$ 1,450.56	\$ 2,766.00	\$ 227.52
Single Blue Choice PPO	\$ 9,072.00	5%	\$ 417.60	\$ 19.89	\$ 8,654.40	\$ 412.11	\$ 756.00	\$ 34.80
EE+Children Blue Choice PPO	\$ 17,028.00	8%	\$ 1,411.56	\$ 67.22	\$ 15,616.44	\$ 743.64	\$ 1,419.00	\$ 117.63
EE+Spouse Blue Choice PPO	\$ 18,108.00	8%	\$ 1,501.20	\$ 71.49	\$ 16,606.80	\$ 790.80	\$ 1,509.00	\$ 125.10
Family Blue Choice PPO	\$ 30,312.00	8%	\$ 2,512.08	\$ 119.62	\$ 27,799.92	\$ 1,323.81	\$ 2,526.00	\$ 209.34
Single PPO H.S.A	\$ 8,424.00	5%	\$ 385.04	\$ 18.34	\$ 8,038.96	\$ 382.81	\$ 702.00	\$ 32.09
EE+Children PPO H.S.A.	\$ 15,828.00	8%	\$ 1,302.97	\$ 62.05	\$ 14,525.03	\$ 691.67	\$ 1,319.00	\$ 108.58
EE+Spouse PPO H.S.A.	\$ 16,848.00	8%	\$ 1,386.14	\$ 66.01	\$ 15,461.86	\$ 736.28	\$ 1,404.00	\$ 115.51
	\$ 28,068.00	8%	\$ 2,308.60	\$ 109.93	\$ 25,759.40	\$ 1,226.64	\$ 2,339.00	\$ 192.38

Spousal Surcharge = \$57.15 Per Pay

Part- Time Bus Drivers								
	Total Plan Premium	% Employee	Employee Cost	Employee Cost per Pay Period *20 pays	Employer Cost	Employer Cost Per Pay	Total Monthly Premium	Monthly Employee Premium
Single HMO	\$ 7,248.00	40%	\$ 2,908.80	\$ 145.44	\$ 4,339.20	\$ 216.96	\$ 604.00	\$ 242.40
EE+Children HMO	\$ 13,356.00	41%	\$ 5,467.20	\$ 273.36	\$ 7,888.80	\$ 394.44	\$ 1,113.00	\$ 455.60
EE+Spouse HMO	\$ 13,920.00	42%	\$ 5,817.60	\$ 290.88	\$ 8,102.40	\$ 405.12	\$ 1,160.00	\$ 484.80
Family HMO	\$ 20,676.00	42%	\$ 8,769.60	\$ 438.48	\$ 11,906.40	\$ 595.32	\$ 1,723.00	\$ 730.80
Single PPO	\$ 9,924.00	37%	\$ 3,628.80	\$ 181.44	\$ 6,295.20	\$ 314.76	\$ 827.00	\$ 302.40
EE+Children PPO	\$ 18,660.00	37%	\$ 6,820.80	\$ 341.04	\$ 11,839.20	\$ 591.96	\$ 1,555.00	\$ 568.40
EE+Spouse PPO	\$ 19,836.00	37%	\$ 7,252.80	\$ 362.64	\$ 12,583.20	\$ 629.16	\$ 1,653.00	\$ 604.40
Family PPO	\$ 33,192.00	37%	\$ 12,134.40	\$ 606.72	\$ 21,057.60	\$ 1,052.88	\$ 2,766.00	\$ 1,011.20
Single Blue Choice PPO	\$ 9,072.00	37%	\$ 3,340.80	\$ 167.04	\$ 5,731.20	\$ 286.56	\$ 756.00	\$ 278.40
EE+Children Blue Choice PPO	\$ 17,028.00	37%	\$ 6,273.60	\$ 313.68	\$ 10,754.40	\$ 537.72	\$ 1,419.00	\$ 522.80
EE+Spouse Blue Choice PPO	\$ 18,108.00	37%	\$ 6,672.00	\$ 333.60	\$ 11,436.00	\$ 571.80	\$ 1,509.00	\$ 556.00
Family Blue Choice PPO	\$ 30,312.00	37%	\$ 11,164.80	\$ 558.24	\$ 19,147.20	\$ 957.36	\$ 2,526.00	\$ 930.40
Single PPO H.S.A.	\$ 8,424.00	37%	\$ 3,080.30	\$ 154.02	\$ 5,343.70	\$ 267.19	\$ 702.00	\$ 256.69
EE+Children PPO H.S.A.	\$ 15,828.00	37%	\$ 5,790.96	\$ 289.55	\$ 10,037.04	\$ 501.85	\$ 1,319.00	\$ 482.58
EE+Spouse PPO H.S.A.	\$ 16,848.00	37%	\$ 6,160.61	\$ 308.03	\$ 10,687.39	\$ 534.37	\$ 1,404.00	\$ 513.38
Family PPO H.S.A.	\$ 28,068.00	37%	\$ 10,260.43	\$ 513.02	\$ 17,807.57	\$ 890.38	\$ 2,339.00	\$ 855.04

SPOUSAL SURCHARGE = \$60.00 Per Pay

- b) Dental insurance with an eighty percent (80%) usual and customary coverage on basic preventive care with no deductible and an eighty percent (80%) usual and customary coverage on minor restorative care and eighty (80%) percent usual and customary coverage on gold restoration, crowns, jackets and prosthetics with a fifty dollar (\$50) deductible per person in each benefit period (maximum one hundred and fifty dollars [\$150] per family). The maximum benefit coverage per person will be one thousand two hundred and fifty dollars (\$1,250) each year.
- c) Basic vision service insurance.

**ARTICLE XVIII
WAGES**

Section 1. Salary Schedules

Bus Drivers

Step	2020-21	2021-22	2022-23
1	\$16.68	\$17.18	\$17.70
2	\$16.91	\$17.42	\$17.94
3	\$17.26	\$17.78	\$18.32
4	\$17.62	\$18.15	\$18.70
5	\$17.98	\$18.52	\$19.08
6	\$18.35	\$18.90	\$19.46
7	\$18.57	\$19.13	\$19.70
8	\$18.83	\$19.39	\$19.98
9	\$19.14	\$19.71	\$20.30
10	\$19.29	\$19.87	\$20.47
11	\$19.47	\$20.05	\$20.65
12	\$19.65	\$20.24	\$20.85
13	\$19.91	\$20.51	\$21.12
14	\$20.19	\$20.79	\$21.42
15	\$20.89	\$21.52	\$22.16
16	\$21.58	\$22.23	\$22.89
17	\$21.76	\$22.42	\$23.09
18	\$22.83	\$23.51	\$24.22
19	\$23.31	\$24.01	\$24.73
20	\$23.71	\$24.42	\$25.16

Dispatchers

Step	2020-21	2021-22	2022-2023
1	\$18.03	\$18.57	\$19.13
2	\$18.28	\$18.83	\$19.40
3	\$18.63	\$19.19	\$19.77
4	\$18.97	\$19.54	\$20.13
5	\$19.32	\$19.90	\$20.50
6	\$19.67	\$20.26	\$20.87
7	\$19.88	\$20.48	\$21.09
8	\$20.13	\$20.73	\$21.35
9	\$20.44	\$21.05	\$21.68
10	\$20.61	\$21.23	\$21.87
11	\$20.82	\$21.44	\$22.08
12	\$20.99	\$21.62	\$22.27
13	\$21.28	\$21.92	\$22.58
14	\$21.55	\$22.19	\$22.86
15	\$22.29	\$22.96	\$23.65
16	\$22.98	\$23.67	\$24.38
17	\$23.16	\$23.85	\$24.57
18	\$24.38	\$25.11	\$25.87
19	\$24.67	\$25.41	\$26.17

Bus Aides

Step	Years of Service	2020-21	2021-22	2022-23
1	1	\$15.86	\$16.34	\$16.83
2	2 to 4	\$16.46	\$16.95	\$17.46
3	5 to 9	\$16.53	\$17.03	\$17.54
4	10+	\$16.60	\$17.10	\$17.62

Section 2. Longevity Increases

Longevity Increases are paid in the following amounts.

<u>Years</u>	<u>Stipend</u>
After five years	\$325.00
After ten years	\$425.00
After fifteen years	\$525.00
After eighteen years	\$625.00
After twenty years	\$725.00
After twenty-five years	\$825.00
After thirty+ years	\$1025.00

Section 3. Placement and Advancement on the Salary Schedule

At the time of initial employment, credit may be given for a maximum of five (5) years of driving experience. The driving experience shall be given to any driver who has a CDL Class A or Class B license. All driving experience for placement on the salary schedule shall be verified through records transcripts or letters from former employers. Any driver that was hired after July 1, 2015, would be eligible for this benefit.

All new drivers and dispatchers shall start at the beginning wage and shall advance to the next salary schedule step on July 1st of each year. Individuals employed after March 31st shall receive no service credit for that year and shall not advance to the next salary level until the following year. Advancement is contingent upon continuous employment. Individuals who leave the District and are re-employed at a later date will start their continuous service credit over at the beginning rate.

Section 4. Non-Paid Leave

Individuals who are granted a non-paid leave of six (6) months or more shall not have the time counted as continuous service for advancement on the salary schedule.

Section 5. Suburbans and Vans

The school district will not expand the use of suburbans or vans or purchase additional suburbans or vans unless they are needed for the regular daily transportation of students to and from school. The use of such vehicles shall be regulated by the District 204 Administrative Regulation and the Director of Support Services.

Section 6. Referral Incentive

A current driver, monitor or dispatcher which refers a new driver to the district shall receive \$175.00 one-time incentive payment once the new employee completes twelve (12) months of service to the district exclusive of break and/or leave periods. The incentive is payable for each employee to the district which meets the criteria as defined in the proceeding sentence

**ARTICLE XIX
GENERAL PROVISIONS**

Section 1. Physicals

Employer will provide the physical and the drug and alcohol screens required by the State of Illinois for all employees. Bus aides will use the same forms and follow the same regulations. Employees must complete the physicals and drug/alcohol tests at the medical facility chosen by the Employer. Employees required to submit to a reasonable suspicion or post-accident alcohol or substance abuse test pursuant to Board Policy 5-285 and code of Federal Regulations, Title 49 § 382 et seq shall not work until District #204 receives the results of both tests. An employee may use accrued sick time in lieu of receiving no pay for the days missed until the results are received. Such missed time will not be counted against the employee in an absentee policy.

If an employee tests positive on any test, they shall remain off work without pay pending resolution of the situation. The employee will not be allowed to use accrued sick time while off due to a positive result.

If an employee tests negative on all tests and the test results took more than two days to receive, the employee shall be reimbursed for any absent or sick days used which occurred after two working days. This reimbursement of time shall be for the daily guaranteed working hours only, and shall not include extra hours of work.

Section 2. Meal Allowance for Drivers and Aides

<u>TIME WORKED</u>	<u>ALLOWANCE</u>
8 ½ to 10 hours	\$15.00
10 to 12 hours	\$25.00
12 or more hours	\$35.00

- Day 1 and last day of an overnight trip: Guaranteed a minimum of \$15.00. If working time exceeds 10 hours follow schedule shown above.
- Additional days between day 1 and the last day of an overnight trip: \$30.00

Continuous hours would include regular route or office hours plus trip assignment. Employees will receive reimbursement on their payroll check as a tax-deductible compensation.

Section 3. Clothing Allowance

Employees will wear appropriate clothing while on duty.

Section 4. Fees: Illinois School Bus Driver Permit and Commercial Driver's License

The school district shall mail the required application fee and required permit application to the Secretary of State for a driver's permit renewal. The school district will supply drivers with payment to cover the cost of the renewal fee for the Commercial Driver's License prior to the

employee renewing their license. Employees must complete the renewal process within five (5) working days of receiving payment and must obtain a receipt from the Secretary of State's Office. Employee will be responsible for the total cost if they fail to provide a receipt.

Section 5. Refresher Training

Employees required to attend mandated refresher training will be paid for the actual time the class is in session, up to a maximum of four (4) hours per class, but in no case will employees receive less than two (2) hours pay for mandated refresher course training.

Section 6. Work and Higher Classification

Senior qualified personnel working in a higher classification will receive the higher rate of pay. Administration will determine qualifications, which may include a testing process.

Section 7. Vacation

All regular 12- month full-time Driver-Dispatchers (8 hours per day) and 12 month part time Driver-Dispatchers shall receive a paid vacation subject to the conditions listed below. Paid vacation time for 12- month part time employees shall be equivalent to their normal work week.

Vacations shall be as scheduled by the employer in order to fully utilize all manpower and/or equipment in the best interest of the school district. Transportation employees are permitted to request their vacations according to individual desires. While it is the desire of the Administration to grant requests as submitted, the Administration retains the right to approve or disapprove the requests according to the needs of the school district. There will be no changing of dates after approval has been given by the Administration unless there arises a serious condition affecting the planned date. Should such a situation arise, the person making the request will be asked to submit the request in writing to their Supervisor outlining in detail the need for a change. The Supervisor will review the request to determine if manpower and workload would permit such a change and then either approve or disapprove the request. If there are more requests for a particular vacation period than can be granted, the senior employee or employees will be given highest priority except that the Administration reserves the right to select certain employees to maintain a proper balance of skills and/or to meet staff needs. All vacation time accrued for the fiscal year must be used before the following January 1 and may not be accumulated. All vacations by those governed by this contract should normally be taken during the summer season or other times of the year when regular school is not in session, although requests for vacations during the school year will be given consideration. Personnel normally will not be allowed to take vacations during the last two weeks prior to the opening of school.

Vacation time will be granted as per the following schedule:

- First year - Employed July 1 - September 30: 2 weeks during following summer
- Employed October 1 - June 30: One day per month for each calendar month remaining in the fiscal year for use during the following summer.
- Thereafter -1 through 5 years: 2 weeks
- 6 through 9 years: 3 weeks
- After 10 years: 4 weeks

Employee's vacations shall be paid on the basis of the highest shift rate worked for any accumulated six months of the year in which vacation is earned. When a vacation absence includes an approved holiday, that holiday shall be added to the vacation period.

**ARTICLE XX
AUTHORITY OF THE AGREEMENT**

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

**ARTICLE XXI
NO STRIKE OR LOCKOUT**

Section 1. No Lockouts

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

Section 2. No Strike

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

**ARTICLE XXII
DURATION AND TERMINATION OF CONTRACT**

This Agreement shall constitute the entire agreement between the parties and concludes collective bargaining for the term beginning July 1, 2020 until June 30, 2023.

The contract shall continue thereafter unless either party gives written notice of its desire to modify or terminate this Agreement not less than sixty (60) days prior to the date of expiration, except that either party may give written notice of its desire to modify the salary provisions (Article XVIII) of this agreement on or before May 1. Any such modifications become effective the following July 1. Upon receipt of such notice, negotiating shall commence during the month following the giving of notice and shall continue until a new or revised Agreement is reached. The contract may be reopened at any time by mutual consent.

Either party may notify the other party in writing at least ninety (90) days prior to July 1, 2023 of its desire to reopen the Agreement for negotiations. In the event such notice is given, negotiations shall begin no later than sixty (60) days prior to July 1, 2023.

In witness whereof, the parties hereto have set their hands this April 20, 2021.

FOR THE UNION:
AFSCME, Council 31, Local 197

Rodney Douglas
Staff Representative

Doris Paige
President, Local 197

FOR THE EMPLOYER:
Joliet Township High School District 204

Dr. Ilandus Hampton
Assistant Superintendent for Business Services