

OFFICIAL COPY

DISTRICT 15 TRANSPORTATION UNION

(IEA-NEA)

and the

BOARD OF EDUCATION

OF

**COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 15**

PALATINE, ILLINOIS

2023-2028

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BELIEFS

As educators, we share these beliefs which guide our efforts to develop life-long learners and responsible decision-makers:

1. We believe that all of our efforts should be directed toward benefiting the well-being of the students entrusted to us.
2. We recognize the importance of people having opportunities for growth, and we encourage innovation and creativity in the pursuit of excellence in education.
3. We believe in the growth of education as a profession and recognize that all associated with education should be involved in setting and implementing standards of professional practice.
4. We are committed to placing educational decision-making in the hands of those involved at the building level. We also appreciate the differences among the various schools of the district.
5. We recognize the importance of broad-based involvement in decision-making, and encourage collaboration and consensus,* when appropriate, in making educational decisions.
6. We believe that mutual trust and open communication are integral parts of broad-based involvement in decision making.
7. We believe that everyone makes an integral and valuable contribution to the education of our children.

* For consensus to exist, it is not necessary for every participant to agree in full, but it is necessary for every participant to be heard and, in the end, for none to believe that the decision violates his or her conviction. It is not necessary that every person consider the decision to be the best one.

ARTICLE 1

Preamble

The District 15 Transportation Union believes the common goal of all District employees, in conjunction with the Board of Education, is quality education and the well-being of the children of District 15. To achieve this goal, the Union and the District have agreed upon this formalized method of communication.

ARTICLE 2

Recognition

In accordance with the IELRB's certification, effective April 23, 2009, the Board of Education of Community Consolidated School District 15, Cook County, Illinois (hereinafter referred to as the "District"), recognizes the District 15 Transportation Union, IEA-NEA (hereinafter referred to as the "Union"), as the sole and exclusive negotiating agent for all bus drivers and aides (hereinafter referred to as "Bargaining Unit Members").

Bus drivers and aides shall include all full-time drivers and aides (including substitute drivers and aides) and all part-time drivers and aides employed by the District, excluding Driver Trainers; Dispatchers; the Director of Transportation, the Assistant Director of Transportation; the Routing Coordinator, and all supervisors, managerial and confidential employees as defined under the *Illinois Educational Labor Relations Act*.

ARTICLE 3

Union Matters

A. Information Regarding School Board Meetings

1. The Union President and/or the President's designee shall be provided with an electronic notice of all regular and special meetings of the School Board together with a copy of the agenda, the minutes to be approved, and all non-exempt portions of the Board Packet at least twenty-four (24) hours prior to the scheduled time of the meeting. The District will publically post and retain all video recordings (with audio) of the Board of Education meetings. The District shall supply DTU with any current or past copy of the Board of Education Video recording (with audio) upon written request from DTU.
2. If the officially-approved minutes differ in any way from the unofficial minutes, one (1) copy shall be emailed to the Union President.
3. The District will make available to the Union President, upon reasonable notice and request, the tentative budget approved budget and audit reports as they become available.

4. The Union President may request matters be placed on the agenda of all regular School Board meetings in accordance with School Board policy.

B. Use of School Facilities

1. The Union shall have the right to use the District mail service, e-mail and Internet service, mailboxes, and bulletin boards for the following purposes: notices of Union meetings, minutes of Union meetings, elections, results of elections, appointment of officers and committees, and social, educational, and recreational activities of the Union.
2. The Union shall have the right to use District facilities for Union business.
3. The District shall provide a Union bulletin board at the transportation office, provided all postings at the transportation office shall be delivered to Bargaining Unit Members by means of the District mail service.
4. The District shall give reasonable advance notice to the Union of any transportation department-wide meetings so that the Union may elect to coordinate a Union meeting immediately before or after the department meeting, provided such Union meetings occur during the non-work hours of attending Bargaining Unit Members. A good faith effort shall be made to allocate twenty (20) minutes of duty-free and unpaid time for a Union meeting before or after the first annual transportation refresher course safety meeting if held in the evening. A good faith effort shall be made to allocate ten (10) minutes of duty-free and unpaid time for a Union meeting before or after all other mid-year safety meetings. However, in all cases, for any individual Bargaining Unit Member in a position which requires the member to be on the job at the time of such meetings, such individual member shall only be permitted to attend that portion of the meeting which does not conflict with his/her job responsibilities.

C. Dues Deduction

1. Not later than September 15th of each school year, the District shall provide the Union with a listing of all new and returning Bargaining Unit Members. Thereafter, an updated list shall be provided the 15th of each month, beginning October 15th.
2. Any Bargaining Unit Member who joins the Union may sign a membership form provided by the Union authorizing the deduction of membership dues. A copy of each membership form shall be provided to the Business Department. Such authorization shall include a waiver of all rights and claims for membership dues deducted and transmitted to the Union and shall further relieve the District and all of its agents of any liability in this matter. Such authorized deductions shall continue in effect from year to year unless rescinded in writing by the Bargaining Unit Member prior to September 5th of any new school year. The Union shall annually certify the rates of membership dues. The Union shall forward any names

for dues deduction to the Business Office no later than September 30th for the first deduction to be made October 15th. Dues shall be equally deducted over the remaining pay periods and remitted to the Union within ten (10) working days following each pay period.

3. The District shall supply the Union with an electronic list of all Bargaining Unit Members and their respective dues upon the first payroll containing the dues deduction and each deduction thereafter.
4. Hold Harmless Provision

In the event any legal action is brought against the District in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The District notifies the Union promptly in writing and permits the Union to intervene as a party if it so desires.
- b. The District gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- c. The Union shall indemnify and hold harmless the District, its members, officers, agents and Bargaining Unit Members from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the District for the purposes of complying with the above provisions of this Article, or in reliance of any list, notice, certification, affidavit, or assignment furnished under any of such provisions.
- d. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of willful misconduct by the District.

D. New Bargaining Unit Member Information

The name, address, position, hourly rate of pay, number of hours worked daily, hire date and solo date of newly-hired Bargaining Unit Members shall be provided to the Union within five (5) working days of the newly hired bargaining unit member's solo date. In addition, the personal phone number and personal email address shall be provided if the newly hired bargaining unit member consents to the release of such information.

E. Negotiations

Negotiations will begin at least ninety (90) days prior to the expiration of this Agreement. The impasse procedures of the *Illinois Education Labor Relations Act* will prevail. However, the parties agree to jointly request the services of the Federal Mediation and Conciliation Service at any point when either party so requests.

F. Communication Council

Representatives from the Union and the District will meet on a monthly basis to discuss issues that affect Bargaining Unit Members in the unit.

G. Union Leave

The Board agrees to permit the Union to use up to five (5) days per school year with pay at the Union's discretion for the purpose of conducting official Union business related to District 15. The Union shall provide the District with reasonable advance notice. The Union shall be permitted up to an additional three (3) days per school year with pay, provided that the hourly wages of the replacement Bargaining Unit Member shall be shared 50/50 between the District and the Union.

H. District Documents

Prior to any management representative of the Transportation Department distributing to bargaining unit members any group document which impacts wages, hours or terms and conditions of employment, such representative shall bring a dated copy of any such document(s) to the Union President or designee for acknowledgement of receipt. Upon receipt the Union President or the President's designee shall indicate such acknowledgement of receipt by signing and dating such document(s) and returning it to the District representative. The purpose of this provision is to afford the Union an opportunity to advise the District of any concerns regarding the content of the document(s) prior to distribution. The District representative shall not distribute such document(s) until receipt of such acknowledgement except in cases of emergency. The Union shall respond promptly with its acknowledgement. The aforementioned signature indicating acknowledgment of receipt shall be signed and dated on the final document prior to distribution or posting.

ARTICLE 4
Grievance Procedure

A grievance is defined to be a complaint by any Bargaining Unit Member or the Union based on an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement.

Each grievance must list the names of the individual(s) directly affected, contain specific relevant facts, identify the relief requested, cite the alleged contract violation, and include a statement of the incident.

The parties acknowledge that it is most advantageous that a Bargaining Unit Member and his or her immediate supervisor resolve problems through free and informal communication. If, however,

this process does not satisfy the Bargaining Unit Member or the Union, a grievance may be processed as follows:

SECTION A

1. Nothing contained herein shall be construed as limiting the right of any Bargaining Unit Member to pursue a grievance without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and does not proceed beyond Step 2 of the grievance procedure.
2. It is agreed that no grievance shall be presented which occurred prior to the effective date of this Agreement.
3. A grievance may be withdrawn at any level and shall be treated as if it were never filed. In the case of withdrawal, each party to the Agreement reserves its right to argue the precedential value (or lack thereof) of the withdrawal with respect to any future grievances, except where such issue is specifically addressed in any grievance settlement agreement.
4. The failure of the aggrieved to act within the time limits set forth will preclude further appeal of the grievance.
5. Time limits set forth in this procedure may be extended by mutual written agreement.
6. For purposes of this Article, “work day” shall be defined as days when school is in session. If a grievance is unresolved at the end of the school year, the time limits will be applied as if school were in session (*i.e.*, summer session days shall be treated as work days except for District holidays, while school year breaks shall not count as work days.)
7. Re-employment or discharge of probationary Bargaining Unit Members is not a proper subject for grievances under the grievance procedure. The re-employment or discharge of non-probationary Bargaining Unit Members shall be grievable, but only to the extent that the grievance involves the alleged violation, misinterpretation or misapplication of this Agreement.

SECTION B

- Step 1: The grievant or the Union shall present a written statement of the alleged violation to the Director of Transportation or his/her designee within twenty (20) working days after the incident giving rise to the grievance. Within ten (10) working days of the receipt of the grievance, the Director of Transportation or his/her designee will confer with the Union and/or grievant in an effort to resolve the grievance. The Director of Transportation or his/her designee shall,

within ten (10) work days after the completion of the conference, give his/her written decision. A copy of the decision shall be given to the Union.

Step 2: In the event the grievance has not been resolved in the first step, the Union and/or grievant may appeal to the Superintendent or his/her designee. The appeal shall be made within ten (10) work days after the receipt of the decision of the Director of Transportation or his/her designee. Within ten (10) work days of the receipt of the appeal, the Superintendent or his/her designee shall confer with the Union and/or grievant in an effort to resolve the grievance. The Superintendent or his/her designee, within ten (10) work days following the conference, shall file the written decision and reasons therefore with the grievant and the Union. A copy of the decision shall be given to the Union.

Step 3: Within ten (10) work days after receiving the decision of the Superintendent or designee, the Union may submit the grievance to arbitration.

Binding Arbitration:

The arbitrator in his or her decision, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to the issue or issues presented by the parties, and the decision must be based solely upon his or her interpretation of the meaning of the express relevant language of this Agreement.

Selection Process:

The District and the Union will select a third party to act as an impartial arbitrator and the administrator of the proceedings. The list can be provided by the American Arbitration Association or Federal Mediation and Conciliation Service. Each party shall bear the full costs for its representation in the arbitration proceedings. The parties agree that a court reporter shall transcribe the proceedings unless the parties mutually agree otherwise. The cost of the court reporter, transcript, and arbitrator shall be divided equally between the parties.

ARTICLE 5
Personnel Records

- A. Only one (1) official file shall be kept for each Bargaining Unit Member and such file shall be kept in the District office (except that portions of the file may be segregated within the District office).
- B. A duplicate copy of select documents will be kept for each Bargaining Unit Member at the Transportation Office, and such documents are limited to the following:
 - duplicate copy of the driver's state permit for the past two years;
 - duplicate copy of the driver's state license;

- duplicate copy of the driver's yearly physical for the past two years;
 - duplicate copy of the driver's emergency contact information; and
 - duplicate copy of the driver's medical release(s) and work related medical conditions.
- C. Each Bargaining Unit Member shall have the right, upon reasonable advance request, to review the full contents of his/her official personnel file maintained at the District office, except for those items exempt by law. If advance notice is required, it shall not be greater than two (2) full business days prior to the date requested for review. A Bargaining Unit Member shall have the right to representation at such review.
- D. A Bargaining Unit Member shall have the right to attach dissenting material to any item in the file, provided such dissenting material shall be submitted no later than forty-five (45) calendar dates following the Bargaining Unit Member's receipt of the item placed in the file.
- E. A Bargaining Unit Member may obtain a copy of the information or part of the information contained in his or her personnel record, except for those items exempt by law.
- F. The District shall not divulge a disciplinary report, letter of reprimand or other disciplinary action to a third party, to a party who is not a part of the District's organization, or to a party who is not a part of the Union, without written notice.
- G. All non-exempt communications in the personnel file (as defined under the *Personnel Record Review Act*, 820 ILCS 40/0.01), including evaluations by supervisors or administrators, commendations, and validated complaints directed toward the Bargaining Unit Member which are included in his/her official personnel file, shall be signed and dated by the Bargaining Unit Member prior to being placed in the file. The Bargaining Unit Member must sign the written material when shown; however, the signature does not indicate agreement. A copy of any material placed in a personnel file shall be provided to the Bargaining Unit Member at the same time that the material is shown to the Bargaining Unit Member, unless the material is exempt from disclosure.
- H. In order for disciplinary or other material regarding complaints made against a Bargaining Unit Member to be placed in a personnel file, such material must be verified with dates, times, places, supporting documentation, or other supporting evidence confirming the accuracy of such complaint(s). The name(s) in support of the complaint, as well as the names of all other parties involved, must also be included to the extent permitted by law. The parties acknowledge that a mere presumption of guilt does not constitute a verified complaint in the absence of supporting documentation.

The Union shall be copied on all letters of discipline.

ARTICLE 6
Disciplinary Action

- A. From time to time, it may be necessary to initiate disciplinary action against a Bargaining Unit Member for misconduct or other unsatisfactory work performance.
- B. No Bargaining Unit Member shall be disciplined or discharged without just cause.
- C. The Union shall be notified in advance of all matters involving potential Bargaining Unit Member discipline or discharge, and shall be notified of all final District decisions involving Bargaining Unit Member discipline or discharge.
- D. The disciplinary procedure for non-probationary Bargaining Unit Members is subject to the grievance procedure.
- E. Job Abandonment/Unapproved Absences

Bargaining Unit Members are expected to come to work. If a Bargaining Unit Member is absent without District approval, the District may charge the Bargaining Unit Member with job abandonment. If so, the Bargaining Unit Member shall be contacted via certified letter giving notice of the charges and an opportunity to meet with the District representative to explain the absence. Failure to respond within five (5) working days of receipt of the letter and/or failure to provide an acceptable excuse for the unapproved absence may be considered job abandonment and, if so, shall result in discharge. If in the opinion of the District, the facts do not indicate job abandonment, the District may consider lesser forms of discipline for unapproved absence.

ARTICLE 7
Seniority

- A. Seniority shall be defined as the total continuous length of service with the District as a Bargaining Unit Member within the specific job category as specified in paragraph C below. Seniority shall begin upon the successful completion of the probationary period and be retroactive to the Bargaining Unit Member's first day of work in a position within this Bargaining Unit.
- B. Seniority shall accrue for full-time Bargaining Unit Members at the rate of one year for each year worked. All part-time Bargaining Unit Members shall accrue seniority at one-half the rate of full-time Bargaining Unit Members.
- C. Seniority will be category-specific within the following two categories:
 - Bus Drivers (includes Drivers, Substitute Drivers, Part-time Drivers);
 - Bus Aides (includes Aides, Substitute Aides, Part-time Aides).

- D. Seniority will transfer from one position within this bargaining unit to another position within this Bargaining Unit, provided that no Bargaining Unit Member shall appear on more than one seniority list at any given time. A Bargaining Unit Member will carry seniority within his/her category-specific position.
- E. Seniority will be preserved but not accrue when a Bargaining Unit Member is on an approved leave of absence of more than sixty (60) days, while employed by the District in any non-Bargaining Unit position or as may otherwise be required by law. Leaves of absence of sixty (60) days or less shall continue to accrue seniority.
- F. If a District managerial employee accepts a position within the Bargaining Unit, (s)he will receive seniority in the bargaining unit according to the following guidelines:
- The District managerial employee will retain all seniority for all non-managerial District employment within the transportation department earned prior to July 1, 2009.
 - Any employment as a District managerial employee for such non-bargaining unit service on or after July 1, 2009, shall result in no seniority earned during that time.
- G. Seniority shall only be forfeited as a result of the employee no longer being employed by the District or the employee accepting a position within another Bargaining Unit.
- H. Updated seniority lists which reflect seniority within each job classification shall be prepared monthly and will be posted at the transportation office. One copy will be sent to the Union President.

ARTICLE 8

Reduction-In-Force

- A. In the event there is a reduction in the Bargaining Unit, notice to the affected Bargaining Unit Members shall be given no later than thirty (30) calendar days prior to the date of removal and otherwise in accordance with section 10-23.5 of the *School Code*. Layoffs shall be on the basis of Bargaining Unit Member seniority within the job category affected. A Bargaining Unit Member so reduced from a job category may bump the least senior Bargaining Unit Member within the same job category and whose job (s)he is able to perform.
- B. The District shall maintain and provide to the Union a monthly up-to-date seniority list showing the Bargaining Unit seniority of all Bargaining Unit Members in each job category.
- C. Recall of reduced Bargaining Unit Members shall extend for a period of one calendar year from the beginning of the school term following the school term within which the Bargaining Unit Member was removed. Recall shall be in the reverse order of layoff with those of greatest Bargaining Unit seniority being recalled first within the specific job category.

Bargaining Unit Members on layoff shall maintain a current address and phone number with the District. Any Bargaining Unit Member failing to respond to such recall notice within five (5) working days of such notice or refusing such position will relinquish all recall rights and all seniority.

- D. All benefits to which a Bargaining Unit Member was entitled at the time of his/her layoff, including unused accumulated sick leave, seniority, and wage placement will be restored to the Bargaining Unit Member upon his/her return to active employment if re-employed within the recall period.

ARTICLE 9

Probationary Period

- A. New Bargaining Unit Members will have a probationary period of one hundred twenty (120) work days, starting on the first day of work in the Bargaining Unit position. The probationary Bargaining Unit Member's supervisor will discuss any issues and/or concerns that arise during the probationary period with the Bargaining Unit Member in advance of the end of that period in order to provide time to remediate deficiencies. A probationary Bargaining Unit Member may be discharged without recourse at any time prior to the end of the probationary period. The discharge of a probationary Bargaining Unit Member shall not be subject to the provisions of the grievance procedure of this Agreement. For purposes of this Article, successful completion of probation shall only entitle the Bargaining Unit Member to the rights articulated in Article 6.
- B. Probationary Bargaining Unit Members will be paid at the starting wage placement.
- C. For purposes of this article, a work day is defined as those days for which the Bargaining Unit Member reported to work. Any absence, regardless of cause, shall not count as a work day for purposes of this Article.

ARTICLE 10

Evaluation

- A. All non-probationary Bargaining Unit Members shall be evaluated at least once every two (2) years. An effort shall be made so that evaluations may be concluded by May 15 of each given year. In the event an evaluation is not concluded by May 15, the Bargaining Unit Member shall be given reasonable advance notice as to when the evaluation will be concluded. Probationary Bargaining Unit Members shall be evaluated as needed. The following sections of this Article shall only apply to non-probationary Bargaining Unit Members.
- B. An evaluation conference shall be held between each Bargaining Unit Member and the Evaluator. Bargaining Unit Members must sign the evaluation form to acknowledge receipt of the evaluation. A signature does not imply agreement with the content of the evaluation.

- C. The time allotted to any corrective process shall be determined by the severity and nature of the deficiency. If a Bargaining Unit Member is placed on a corrective plan, notice will be sent to the Union.
- D. The Bargaining Unit Member shall be able to submit written comments, provided such comments are submitted no later than thirty (30) work days from receipt of the evaluation. Such comments and all written evaluations are to be placed in the Bargaining Unit Member's official personnel file.
- E. Concerning the creation, implementation, and use of the new evaluation plan, both the Union and the District retain all rights granted to both by the *Illinois Educational Labor Relations Act* (IELRA).

ARTICLE 11
Vacancies Outside the Bargaining Unit

- A. All vacancies outside of the Bargaining Unit shall be posted on the District website.
- B. A vacancy does not occur if the position is filled by recall, redeployment or reassignment of a current District employee.
- C. If a Bargaining Unit Member wishes to apply for a position which is outside the Bargaining Unit, that Bargaining Unit Member will have his/her file reviewed and be allowed to interview for the position at the discretion of the District.

ARTICLE 12
Subcontracting

- A. The District agrees that upon the District's decision to seek bids for the subcontracting of any work performed by any Bargaining Unit Member, it shall:
 - Notify the Union in writing of its decision to seek bids at least six (6) months in advance of subcontracting so as to allow a reasonable opportunity for negotiations with the Union; and
 - Meet with the Union prior to awarding contracts for the purpose of negotiating alternatives to subcontracting of bargaining unit work, if the Union so requests in writing.
- B. Notwithstanding the foregoing, the parties acknowledge that the District shall be allowed to continue its past practice of using outside transportation/busing services as a supplement for bargaining unit work. Examples of past practice include the following:
 - the use of taxi services to transport students whose special circumstances make it impractical to transport them on a bus;

- the use of outside busing services to transport students in emergency situations, including when not enough buses or drivers are available to transport students.

Additionally, the parties acknowledge the District shall be allowed to continue its past practice of using non-Bargaining Unit Members who are District 15 employees as a supplement for bargaining unit work. Such non-Bargaining Unit Members will be allowed to select routes after all Bargaining Unit Members have selected routes.

ARTICLE 13

Work Day

A. Definitions

1. Full-time drivers and full-time aides shall be defined as those Bargaining Unit Members employed in a position which regularly requires five (5) work hours per day.
2. Part-time drivers and part-time aides shall be defined as those Bargaining Unit Members employed in a position which regularly requires less than five (5) work hours per day.
3. Notwithstanding the provisions in section A of this Article, the full-time and part-time status for drivers and aides for insurance eligibility purposes shall be made pursuant to Section E of Article 20 (Compensation and Benefits).

B. Required minimums for drivers and aides:

- 1 hour for each mid-day route*
- 1 hour for each extra route*
- 1 hour for each extra assignment*
- 1 hour for each emergency event*
- 2 hours for each total summer session morning assignment*
- 2 hours for each total summer session afternoon assignment.*

* Indicates prior authorization for payment must be obtained.

C. Duties

1. Driver Duties. During regular paid work hours within the driver's regular job assignment, a driver is expected to use non-driving paid time to attend to duties which are reasonably connected with his/her job. However, if a driver has no paid time remaining after a route has been driven, the District will pay the driver his/her regular rate of pay to complete duties which are reasonably connected with his/her job, which include, but are not limited to, the following:
 - Pre-trip inspection*
 - Post-trip inspection*

- Student behavior write-ups
- On-bus video review
- Returning forgotten item left by student
- Fueling the bus
- Sweeping the bus*
- Bilingual translation services for the District
- No-child-left-on-bus inspection*
- Mandatory meetings with the District
- Delivery of bus for mechanical servicing and
- Route adjustment/review meetings with the District.

* NOTE: All of the above duties without an asterisk require prior authorization for compensation if outside regular paid work hours. However, for those duties with an asterisk, it is assumed that such duties will be completed within the regular paid work hours of the driver's regular job assignment. If there are special circumstances as a result of which these duties are not completed within the regular paid work hours of the driver's regular job assignment, prior authorization for payment must be obtained in order to qualify for additional compensation.

2. Aide Duties. During regular paid work hours within the aide's regular job assignment, an aide is expected to use non-aiding paid time to attend to duties which are reasonably connected with his/her job. However, if an aide has no paid time remaining after a route has been aided, the District will pay the aide his/her regular rate of pay to complete duties which are reasonably connected with his/her job, which include, but are not limited to, the following:

- Student behavior write-ups
- Returning forgotten item left by student
- Assisting driver with sweeping the bus
- No-child-left-on-bus inspection*
- Bilingual translation services for District
- Mandatory meetings with the District
- Route adjustment/review meetings with the District.

* NOTE: All of the above duties without an asterisk require prior authorization for compensation if outside regular paid work hours. However, for those duties with an asterisk, it is assumed that such duties will be completed within the regular paid work hours of the aide's regular job assignment. If there are special circumstances as a result of which these duties are not completed within the regular paid work hours of the aide's regular job assignment, prior authorization for payment must be obtained in order to qualify for additional compensation.

D. Cancelled Assignment

1. In the event an extra assignment is cancelled, the District shall give notice at least two (2) hours prior to the time the Bargaining Unit Member is scheduled to report for duty. If such notice is given, the Bargaining Unit Member will receive no pay.

2. If the District fails to give notice two (2) hours prior to the time the Bargaining Unit Member is scheduled to report for duty, the Bargaining Unit Member shall receive one (1) hour of pay provided that the Bargaining Unit Member reports for duty for one (1) hour to complete duties reasonably connected with his or her job, which include, but are not limited to the duties listed in C above. The Director or designee and the Bargaining Unit Member may mutually agree that such Bargaining Unit Member need not report for duty and may forego the related compensation.
 3. When non-school day trips are cancelled and the District fails to give notice twelve (12) hours before the Bargaining Unit Member is scheduled to report for duty, two (2) hours will be paid to the Bargaining Unit Member provided that the Bargaining Unit Member reporting to duty for two (2) hours to complete duties reasonably connected with his or her job, which include, but are not limited to the duties listed in C above. The Director or designee and the Bargaining Unit Member may mutually agree that such Bargaining Unit Member need not report for duty and may forego the related compensation. A non-school day is defined as a day when school is not in session.
- E. **E-learning Days**
At home work will be provided for bargaining unit members if an e-learning day is enacted by the District. Provided the assigned work is completed on the e-learning day, all bargaining unit members will be paid for such day.

ARTICLE 14

Types of Routes and Assignments

- A. **Morning Assignments.** These assignments are regularly scheduled routes and/or duties that generally occur between 5:30 a.m. and 10:00 a.m.
- B. **Afternoon Assignments.** These assignments are regularly scheduled routes and/or duties that generally occur between 1:00 p.m. and 6:00 p.m.
- C. **Mid-Day Routes.** These assignments are regularly scheduled mid-day routes and/or duties that generally occur between 9:45 a.m. and 2:00 p.m.
- D. **Extra Routes.** These routes are regularly scheduled routes which occur at various times throughout the day. These assignments include, but are not limited to, the following:
 - band routes
 - homework routes
 - activity routes
 - CARE, REC and STAR routes
 - student shuttle routes
 - summer school routes
 - employee shuttle routes
 - community school routes
 - camp routes
 - checking fluids and
 - bus safety test lane inspections.

- E. Extra Assignments. These assignments are not regularly scheduled routes and/or duties. These assignments occur at various times throughout the day. These assignments include, but are not limited to, the following:
- sport trips
 - field trips
 - bus evacuation drills
 - community based trips
 - big truck event
 - warming buses
 - start-of-school year phone banking and
 - washing harness belts.
- F. Emergency Events. These assignments are not regularly scheduled, and by definition, are related to emergency events. The District may assign drivers and aides to these emergency events as needed.
- school emergency evacuation
 - inclement weather route changes
 - unanticipated and sudden District needs.

ARTICLE 15

Job Descriptions

- A. Job descriptions for new positions or proposed changes for current job descriptions will be discussed at Communication Council meetings.
- B. Concerning the creation, implementation, and use of new job descriptions, both the Union and the District retain all rights granted to both by the *Illinois Educational Labor Relations Act* (IELRA).

ARTICLE 16

Posting and Selection of Routes, Other Assignments and Buses

- A. General Guidelines
1. Route Creation. The District retains its discretion to define routes and other assignments, including the combination thereof (a.k.a. “packaging”). However, in exercising such discretion, the District shall take into consideration factors including, but not limited to, the following:
- District needs regarding cost and efficiency
 - Geographic location of buildings, buses, driver, and students
 - Bargaining Unit Member needs regarding hours worked

- Bargaining Unit Member needs regarding insurance eligibility.

Once a route set has been packaged for the purpose of initial route selection, the District shall not change the assigned transportation worksite or redistribute or repackage individual components of that route set without first notifying the Union President or designee in writing with three (3) calendar days' notice of the reason(s) for such change(s) and work with the Union to find alternative solutions.

2. Right of Assignment. In the rare instance of the District's inability to fill a route or other assignment, the District retains the right to assign the route or assignment to the least senior Bargaining Unit Member by job category as defined in this Agreement.

B. Annual Notice and Annual Selection of Routes, Other Assignments and Buses for Drivers and Aides

1. For all routes and other assignments, the District shall provide Bargaining Unit Members with written notice of the date(s), time(s) and location(s) for the annual selection of routes and other assignments.
2. Such written notice may be served via mail or personal delivery. If mailed, such notice shall occur in a timely manner, but no later than five (5) calendar days prior to the required time for annual selection.
3. The Union President or designee shall be permitted to be present for the annual selection process provided the work hours of his/her job assignment do not conflict with such selection process.
4. In addition to the five (5) calendar day notice requirement of provision B.2 above, the District shall also provide Bargaining Unit Members with written notice of the tentative date(s), time(s) and location(s) for the upcoming annual selection process, no later than the end of the preceding school year.
5. Five (5) working days prior to the annual selection process, the District shall provide the Union President or his/her designee with a copy of the seniority list for drivers, the seniority list for aides, the list of routes and/or assignments available for selection, and the dates and times of selection for each individual driver and aide. For purposes of this provision "working days" shall be defined as days on which the business office is open.
6. All routes and assignments shall include the following information, if known:
 - tentative start date
 - tentative end date

- the transportation worksite assigned, with the exception of substitute drivers and substitute bus aides who will receive a daily assignment to base or any out lot
 - tentative stops
 - estimated number of students
 - estimated number of minutes per route
 - estimated number of hours per day
 - estimated number of days per week and per school year if different than the regular school work year
 - a copy of the route and/or assignment
 - designated pool of buses available for selection, where applicable;
 - designated parking location
 - information on any mid-day route(s) or assignment(s) included with the initial route or assignment
 - fuel time
 - allocation of bus aide on route
 - transport of wheelchair(s) on route
 - assistive transport device usage on route (e.g., safety vests, car/star seats, walkers, etc.)
 - transfer of bus aide from one bus to another.
7. On the date of the selection process, the District shall make an effort to make the following additional information available to drivers and/or aides who may so request:
- bus passenger size
 - type of bus (conventional or transit)
 - optional equipment (including air seats, air brakes, push button doors)
 - age of the bus
 - other features of the bus.
8. The annual selection process shall be based upon seniority within the applicable job category (*i.e.*, driver or aide), as defined in this Agreement. The selection process shall begin with the most senior Bargaining Unit Member in each job category and continue in order of descending seniority. For the extra route identified as “checking fluids,” the District will use seniority, good attendance, proper licensing (when applicable) and ability to lift a 30 pound hood as selection criteria for this position. For the purpose of annual route selection, the District will separate full and part-time Bargaining Unit Members into two separate seniority categories. Utilizing separate seniority categories, full-time Bargaining Unit Members will participate in the annual selection process prior to part-time Bargaining Unit Members.
9. Selection shall be made either in person or by proxy (see B.10 below). The Bargaining Unit Member, or his/her proxy if applicable, shall inform his/her

supervisor of his/her selection, which shall be recorded by the supervisor and signed by the Bargaining Unit Member. A Bargaining Unit Member will not be permitted to participate in the annual selection process, either in person or by proxy, if that individual has been on a long-term medical leave immediately preceding route selection and has not been medically released as fit and ready for duty on the first day of work. For the purposes of this article, "long-term medical leave" is defined as 1) an illness-related absence from work of ninety (90) consecutive work days or more or 2) at least ninety (90) intermittent work days within the past one hundred twenty (120) work days prior to the annual route selection process. All other employees who are not medically able to perform their work duties by the time of route selections, will not be permitted to participate in the route selection process until they are medically cleared to perform their work duties.

10. If a Bargaining Unit Member cannot be present for the annual selection process, the Bargaining Unit Member may make his/her selection by proxy (via a proxy form which appears as Appendix A of this Agreement), subject to the terms of this Agreement. The selection shall be made by seniority as indicated in provision B.8 above. The proxy form shall be signed by the Bargaining Unit Member. The signed proxy shall be submitted in person, via mail, via facsimile or may be attached to an email. Telephonic or other verbal communications shall not be acceptable except by the written agreement between the Director or designee and the DTU President or designee.
11. If a Bargaining Unit Member cannot be present for the annual selection process and fails to submit a proxy form in accordance with the terms of this Agreement, the selection shall be made by the Director or designee.
12. Within seven (7) calendar days following completion of the annual selection process, the Director or designee shall provide the DTU President or designee with a listing of all driver and aide routes, other assignments and bus selections.
13. The following criteria shall apply to dry-runs:
 - Dry-runs shall occur within two (2) work days after the date of the annual selection process.
 - Dry-runs shall occur as close to real time circumstances as is possible.
 - Drivers shall be paid their regular rate of pay for the dry-run, but no less than a minimum of two (2) hours pay.
14. The District retains discretion in defining routes and other assignments. The District also acknowledges it will make a reasonable effort to not change a Bargaining Unit Member's chosen route or assignment by more than twenty (20) minutes and to keep the number of students assigned to a route consistent. If a Bargaining Unit Member's chosen route or assignment is changed by more than twenty (20) minutes, or if the number of students assigned to a route significantly

changes, the District shall take into consideration factors including but not limited to, the following:

- District needs regarding cost and efficiency
- Geographic location of buildings, buses, driver and students
- Bargaining Unit Member needs regarding hours worked and
- Bargaining Unit Member needs regarding insurance eligibility.

In the event a chosen route or other assignment is changed beyond twenty (20) minutes, or if the number of students assigned to a route significantly changes, the District retains the discretion to do so provided the District shall notify the Bargaining Unit Member and the DTU President or designee so that either may request an opportunity to discuss the changes. The District will make a reasonable effort to accommodate requests for alternate routes or assignments resulting from changes to chosen routes or assignments of more than twenty minutes.

If (1) a bargaining unit member's route is lengthened beyond the originally selected route package chosen by the employee due to the addition of at least one rider who is eligible for transportation under the McKinney-Vento Homeless Assistance Act and (2) such rider remains on the route for twenty workdays (defined as days when school is session), then the lengthened route will be considered as part of the employee's selected route package and will be used to calculate normal work hours and hours eligible for paid leave benefits. Once a McKinney-Vento rider is removed from a route, the normal work hours associated with the route package will be restored.

15. Once a driver has selected a bus, the District shall make a reasonable effort to maintain the selected bus assignment. Normal and customary preventative maintenance shall be scheduled so that bus availability is minimally impacted.

C. New Routes and/or Other New Assignments or Other Vacancies Which Occur After the Annual Selection Process

1. For new routes and/or other assignments or other vacancies which occur after the annual selection process, written notice shall be given to the Bargaining Unit Members in a timely manner.
2. Those Bargaining Unit Members interested in the position shall be required to notify the District in writing. From among those who notify the District, selection shall be based upon seniority within the applicable job category (*i.e.*, driver or aide), with selection beginning with the most senior and continuing in order of descending seniority, unless the District can demonstrate that it is in the best interest of the District to offer the new route or assignment or vacancy to any other driver of an existing package based on factors similar to those listed in paragraph A above.

3. The DTU President or designee shall be notified of the name of the Bargaining Unit Member who fills a vacancy.

D. Selection of Extra Assignments

1. Extra Assignment Availability. Lists of available drivers and aides shall be posted by the District on a quarterly basis. All drivers and aides will be given the opportunity to have their names placed on such availability lists.
2. Using the Extra Assignment Availability List, the selection of driver extra assignments shall be on the basis of rotating seniority within job categories (*i.e.*, each driver shall be permitted an opportunity for one extra assignment selection or denial). Starting with the most senior driver whose name is on the Extra Assignment Availability List, each driver whose name is on the Extra Assignment Availability List shall be given an opportunity to select or deny the offer of an extra assignment. Selection, denial, and/or failure to respond shall count as a selection, thus making the next available route or other assignment available to the next most senior person on the Extra Assignment Availability List. The inability to accept the Extra Assignment based on the forty (40) hour work week limitation, shall not count as a selection, thus making the next person on the list eligible, but allowing the driver refusing the route to have the first choice in selecting the next available extra assignment. If the Extra Assignment Availability List is exhausted, the selection process shall restart with the most senior Bargaining Unit Member on the Extra Assignment Availability List. The same shall be the process for aide extra assignments.
3. The DTU President or designee will receive a copy of the quarterly Extra Assignment Availability List and a listing of all weekly extra assignments and names of the Bargaining Unit Members who received such assignments.
4. Retaining of Bus. If a driver selects an Extra Assignment, and that driver's normally designated bus accommodates the capacity of the Extra Assignment, the District at its discretion may allow the driver to use his/her normally designated bus for the Extra Assignment.
5. Bargaining Unit Members who notify the District that they have affirmatively accepted an Extra Assignment, as described in the paragraph below, and/or the extra route assignment known as "checking fluids," as described in the paragraph below, shall not be permitted to hand-back the assignment, or otherwise refuse to fulfill the requirements of the assignment, unless there is a bona fide emergency. Bargaining Unit Members who do not meet this expectation may be subject to discipline.
6. Extra Assignment Protocols
 - a. The District shall provide Bargaining Unit Members with an explanation of the process used to allocate extra assignments, with such explanation occurring

twice yearly at the Back to School and Annual Safety Refresher Course meetings.

- b. On a weekly basis the District shall update the Extra Assignment Log Book and provide the DTU President or designee with a copy of the updated Log Book charts.
- c. Field trips shall be assigned no further than one (1) week in advance. Such assignments shall occur on Thursday for the following Monday through Saturday.
- d. The Bargaining Unit Member shall be obligated to accept or decline the assignment within twenty-four (24) hours of said notice. The failure to respond to such notice within twenty-four (24) hours will be considered a denial of the assignment and the assignment will be offered to the next most senior person on the Extra Assignment Availability List, as described above. If the Bargaining Unit Member did not receive adequate notice of the assignment because the District did not provide advance notice as described in this paragraph, the affected Bargaining Unit Member will not be subject to discipline if he/she finds it necessary to hand-back the assignment.

ARTICLE 17

Training

A. New Driver Training

1. The driver must present the District with his/her State Driving Record Abstract (“SDRA”). The District will reimburse the driver for the ordinary fees associated with obtaining a copy of the driver’s SDRA.
2. The District will pay the ordinary fees associated with mandatory criminal background checks, fingerprinting, and the ordinary health physical as may be required at the time of employment.
3. During the new driver training period, new drivers will be trained on how to use the District’s computer network and how to complete all electronic forms related to normal job duties.
4. Upon DTU’s request, additional behind-the-wheel training may be granted to a driver at the sole discretion of the District.
5. A driver who does not already possess his/her CDL license will be paid minimum wage for the time necessary to successfully complete the state required behind-the-wheel CDL road test. A driver shall be paid for only one opportunity, with such payment to be made after the District’s behind-the-wheel training is concluded.

6. A driver who does not already possess his/her CDL license will be paid minimum wage to attend the state's School Bus Safety Program after the state required behind-the-wheel CDL road test is completed.
7. The training rate of pay for a new driver (prior to the solo route) will be minimum wage. At the commencement of the driver's first solo route, that driver will be paid in accordance with Article 20 of this Agreement.

B. New Aide Training

1. The District will pay the ordinary fees associated with mandatory criminal background checks, fingerprinting, and the ordinary health physical as may be required at the time of employment.
2. Upon the Union's request, additional on-the-bus training may be granted to an aide at the sole discretion of the District.
3. The training rate of pay for a new aide (prior to completion of on-the-bus training) will be minimum wage. After completion of on-the-bus training, an aide will be paid in accordance with Article 20 of this agreement.

C. Drivers - Mandated Annual Safety Refresher Course

1. The District will provide an annual Safety Refresher Course to all Drivers.
2. This training will last no less than those hours required under Illinois State law.
3. Notice of the date of this training will be given ninety (90) days in advance.
4. Drivers will be paid for this training at their regular rate of pay.
5. The District will send documentation of a Driver's successful completion of the annual Safety Refresher Course to the following:
 - The appropriate driver
 - The appropriate government authorities.
6. Drivers may be allowed to enroll in an alternate safety refresher course in lieu of the annual safety refresher course arranged by the District, provided the driver:
 - requests and receives the written consent of the Director of Transportation or designee; and
 - provides the Director of Transportation or designee with written proof of registration in a course that meets state requirements at least thirty (30) calendar days prior to the District provided course; and

- provides Director of Transportation or designee with proof of satisfactory completion of the course prior to the required renewal date; and
- agrees that the driver shall enroll at his/her own cost and shall not be paid for attending the alternate course.

D. Aides – Annual Safety Refresher Course

In the event the District requires aides to attend an annual refresher course coinciding with the annual Safety Refresher Course for drivers (as described in section C above), the aides will be paid at their regular rate of pay for actual time spent attending the refresher course.

E. Professional Development for Drivers and Aides

With at least ninety (90) calendar days' notice to the Union and its members, the District may designate additional mandatory work days with pay during the school year or within reasonable proximity to the start or end of the school year to be used for professional development of Bargaining Unit Members. Each year, some portion of the professional development shall include training for all Bargaining Unit Members who transport special education students.

F. Mentoring Program

The District shall establish a mentoring program for drivers and aides. The District shall establish mentor qualifications (including seniority) and a job description. Bargaining Unit Members appointed by the District shall be paid their regular hourly rate for each hour of approved mentoring, plus \$2.50 additional per hour. Timesheets shall be required to verify proof of time worked.

ARTICLE 18
Working Conditions

A. Mandated Physicals

The District shall provide the Union President or his/her designee with notice of the physical exam standards for bargaining unit positions as may be required by the District, as well as notice of any changes which may occur from time to time. Both the Union and the District retain all rights granted to both by the *Illinois Educational Labor Relations Act* (IELRA).

B. Driver Who Permanently or Temporarily Chooses Assignment as an Aide

If a driver permanently or temporarily chooses an assignment to be an aide, that aide who was once a driver will be paid at the same rate as an aide who has the same or similar seniority status.

C. Aide Who Permanently or Temporarily Chooses Assignment as a Driver

If an aide permanently or temporarily chooses to be a driver, that driver who was once an aide will be paid at the same rate as a driver who has the same or similar seniority status

D. Duty Related Injury

1. In the event a Bargaining Unit Member is injured on the job as a direct result of working within the scope of his/her employment and assigned duties, he/she may elect to coordinate available paid leave days with eligible workers' compensation benefits or elect to preserve paid leave days while receiving eligible workers' compensation benefits.
2. With reasonable advance notice to the Bargaining Unit Member, the District may elect to offer light duty in an educational support position within the District to the affected Bargaining Unit Member, but the District shall not be required to do so.
3. Bargaining Unit Members who are continuously absent from work for a period of one hundred eighty (180) consecutive work days or one hundred eighty (180) intermittent work days within twelve (12) months will be deemed permanently disabled. That Bargaining Unit Member will then be terminated upon whichever occurs later: (1) the end of the work day period referred to above or (2) the exhaustion of the Bargaining Unit Member's sick leave.

E. Hazardous and Unsafe Conditions

1. Bargaining Unit Members shall bring to the immediate attention of the District any situation considered to be unsafe or unhealthy. If the District determines that the situation is unsafe or unhealthy, but that work needs to continue, alternative work arrangements will be made. If the District determines that working conditions pose a threat to the health or safety of students, every effort shall be made to correct the condition(s), without loss of pay or regular working hours to affected Bargaining Unit Members. In the event of a school closure due to hazardous or unsafe conditions, the District shall bargain the impact of such change with the Union upon the Union's written request.
2. The District shall make reasonable efforts to ensure a safe working environment.
3. Safety issues shall be referred to the District.
4. The District shall inform the involved Bargaining Unit Members as soon as reasonably possible when such Bargaining Unit Members are potentially exposed to chronic communicable diseases as defined by the Center for Disease Control, if known. The Bargaining Unit Member shall also be provided information regarding prevention and protection from such diseases. No information shall be released in violation of privacy laws.

F. Damage to Personal Property

The District shall reimburse a Bargaining Unit Member for the cost of replacing or repairing his/her eye glasses and/or hearing aid if such property was damaged or destroyed as a result of a physical assault by a student or in the act of protecting oneself, another employee, student, or parent from possible injury. The benefits of this provision shall be contingent upon the Bargaining Unit Member giving written notice to the District within twenty-four (24) hours of the incident, when reasonably possible. The incident leading to the damage must not be related to any type of misconduct on the part of the Bargaining Unit Member.

G. Transportation Employee Handbook

1. A copy of the *Transportation Employee Handbook* will be distributed to each Bargaining Unit Member beginning in the 2010-2011 school year. In following years the handbook will be given to all new Bargaining Unit Members. Updates and modifications will be distributed to all Bargaining Unit Members.
2. The *Transportation Employee Handbook* will be posted on-line.
3. The *Transportation Employee Handbook* will be reviewed yearly with the Union and District.
4. The District and the Union will review and consult regarding update of the *Transportation Employee Handbook* no later than June 1st, of each year.
5. Items contained in the *Transportation Employee Handbook* are not subject to the grievance procedure. However, if the District makes any modification to the *Transportation Employee Handbook* that affects a term or condition of employment within the meaning of the IELRA, the Union will first be notified in writing and will be given the opportunity to bargain.

H. Post-Hire Licensing

The District will pay the ordinary fees required for each Driver to 1) renew his/her school bus driver permit, and 2) renew his/her CDL endorsements required to drive a school bus. However, the District shall not pay the fees required for each Driver to renew their basic, Class D, driver's license required to drive a small passenger vehicle, not designed to transport sixteen (16) or more people.

ARTICLE 19
Leaves

A. Illness or Injury Leave

1. Each Bargaining Unit Member shall receive ten (10) sick days annually upon reporting to work. Such days shall be used for illness or injury without loss of salary. If a Bargaining Unit Member has accumulated eighty-nine (89) sick days by June 30 of any given year, the above formula shall be modified such that the Bargaining Unit Member shall receive fifteen (15) sick days annually. For sick leave purposes, a sick day is equal to the regularly scheduled work day of the applicable employee.
2. Sick day accumulation is unlimited.
3. Sick leave is interpreted as absence due to:
 - Illness or injury on the part of the Bargaining Unit Member, any member in the Bargaining Unit Member's immediate family, or any designated person sharing the Bargaining Unit Member's residence on a permanent basis
 - Quarantine at home
 - Death in the immediate family, household, or person sharing the Bargaining Unit Member's residence on a permanent basis and
 - Birth, adoption, or placement for adoption, not to exceed thirty (30) sick leave days per occurrence except as otherwise provided by this Agreement or prevailing law.
4. Immediate family is defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, and legal guardians of or for the Bargaining Unit Member.
5. The District may require documentation from a physician licensed to practice medicine, or a properly authorized physician assistant, as a basis for pay and verification of the appropriate use during leave after an absence of three (3) consecutive days for personal illness or injury, or as it may deem necessary in other cases.
6. If the District does require documentation as a basis for pay during leave of less than three (3) consecutive days, the District shall pay the expenses incurred by the Bargaining Unit Member that is not covered by insurance in obtaining the physician's certificate and provide written reason for such request to the Bargaining Unit Member and to the Union. In such circumstances, the District may direct the Bargaining Unit Member to a District appointed physician.

7. A Bargaining Unit Member working less than a full work year shall accrue sick leave on a pro-rated basis. A Bargaining Unit Member earns sick leave for the first month of employment if his/her start date is on or before the 15th day of the month.
8. A Bargaining Unit Member shall not receive payment for accumulated sick days.
9. The District shall typically adhere to the following documentation timeline:
 - a. For use of sick leave of less than three (3) consecutive days, Employees shall be required to provide no documentation unless there is reasonable suspicion regarding wrongful use.
 - b. For use of sick leave of three, four, or five (3, 4, or 5) consecutive days, a doctor's note shall be sufficient, if the District requests Employee documentation.
 - c. For use of sick leave of six (6) or more consecutive days Employees shall be required to complete the medical documentation contained in Appendix B. However, Employees shall have up to fourteen (14) calendar days to produce such documentation provided that a doctor's note is received before returning to work.
 - 1) An Employee may return to work prior to submitting the completed medical documentation above if the District receives a doctor's note indicating the Employee may safely return to work without harm to Employee or others and without any required accommodation.
 - 2) In cases only involving the care of a person (as specified in paragraph A.4), an Employee may return to work prior to submitting the completed medical documentation above if the District receives a doctor's note indicating that caring for the person would not impact the Employee's safe return to work.
10. The type of documentation required for sick leave and medical accommodations is contained in Appendix B.
11. Modification(s) to any medical documentation form(s) will occur only through express written agreement between the District and the Association, unless required by law.
12. Sick Leave Donation for Catastrophic Illness

In the event that a non-probationary full-time Bargaining Unit Member has exhausted all paid leave days and had at least fifteen (15) leave days available for use prior to the diagnosis of a catastrophic illness, other Bargaining Unit Members may voluntarily donate a maximum of two (2) of their unused accumulated sick leave days (one day donation at a time) to such Bargaining Unit Member. In such cases, the District shall notify Bargaining Unit Members of the opportunity to donate days. Any Bargaining Unit Member willing to donate such days shall notify the personnel department at the District office no later than five (5) work days after the request. A list of such donations shall be generated in order of seniority, with days from the most senior Bargaining Unit Members being used first. The donated

sick days must be used in the school year in which the days were donated. The number of donated sick days available for use by a Bargaining Unit Member per catastrophic illness shall not exceed the period of disability or the balance of the work year, whichever is less. The use and allocation of these days shall be monitored by the Communication Council. For the purpose of this section, "catastrophic illness" shall be defined as a Bargaining Unit Member's life-threatening condition which may leave significant residual disability, including but not limited to, AIDS, major burns, trauma with residual paralysis or coma, or cancer.

B. Personal Leave

1. Each Bargaining Unit Member shall receive three (3) paid personal leave days on July 1st, of each year.
2. Bargaining Unit Members who begin their service after December 1st shall receive two (2) personal leave days. Bargaining Unit Members who begin their service after March 1st shall receive one (1) personal leave day.
3. Personal leave shall not be taken on a day immediately before or after a school break (winter or spring break) or on the first three (3) or last three (3) days of student attendance of a school year. Personal leave can be used, before and after a school break or on the first three (3) or last three (3) days of student attendance, with the specific written approval of the Superintendent or designee.
4. Personal leave 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 work day.
5. Unused personal leave days are added to sick leave accumulation on June 30 of each year. Bargaining Unit Members do not receive payment for unused personal leave days.

C. Jury Duty Leave

A Bargaining Unit Member shall be excused at full pay during the school year for the purpose of fulfilling a summons for jury duty.

D. Bereavement Leave

1. In addition to sick leave, a Bargaining Unit Member shall be allowed, at his/her option, up to four (4) days per occurrence without loss of pay for an absence due to wakes, funerals, or memorial services for a death in the immediate family or of any designated person sharing the Bargaining Unit Member's residence on a permanent basis. If the first day is on a Monday, one additional bereavement day will be

provided for the Friday of that week (allowing for a Monday through Friday bereavement week, if needed). If bereavement days are not consecutive, only four (4) days will be provided.

2. Immediate family is defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, aunts, uncles, nieces, nephews, respective in-laws and step relatives and legal guardians of the Bargaining Unit Member.

E. Unpaid Leave of Absence

1. A leave of absence may be granted to Bargaining Unit Members.
2. When a Bargaining Unit Member is on unpaid leave, no salary will be paid and all benefits will be suspended (except as allowed within this Agreement) without loss of accumulated sick leave. A Bargaining Unit Member who plans to return to work must give written notice of such intent at least thirty (30) days prior to his/her return to work date.
3. A Bargaining Unit Member on leave may continue in the group health and group dental and vision insurance program at the Bargaining Unit Member's expense.
4. The Bargaining Unit Member will not accrue seniority during an unpaid leave.
5. Bargaining Unit Members who have exhausted all available leave time will be required to request either absent without pay (AWP) days or an unpaid leave of absence. Requests for an unpaid leave of absence shall be used for consecutive absences. Requests for AWP days shall be used for non-consecutive absences. District Administration shall determine if such requests are approved. Unpaid leave of absences may be granted for no more than a 12 month period of time.

F. Family and Medical Leave (FMLA)

1. Bargaining Unit Members who meet eligibility requirements for FMLA or who meet full-time eligibility status under Article 13 of this Agreement are eligible for medical and/or family leave in accordance with the provisions in the *Family and Medical Leave Act (FMLA)*, subject to Board policy.
2. Upon the exhaustion of FMLA leave, employees must return to employment for the remainder of the employment year. Employees who choose not to return will waive their right to such FMLA benefit and be responsible for all insurance costs incurred during the FMLA leave period, except employees who are unable to return for medical reasons, who shall supply the District with documentation (contained in Appendix B) and may remain on unpaid leave, subject to Board policy.

G. Paid Holidays

1. All Bargaining Unit Members are entitled to paid holidays as follows:
 - Labor Day
 - Columbus Day
 - Thanksgiving
 - Day after Thanksgiving
 - Christmas
 - New Year's Day
 - Martin Luther King Day
 - President's Day and
 - Memorial Day
2. To qualify for holiday pay, a Bargaining Unit Member must be present on the last work day before the holiday and the first work day after the holiday unless (s)he receives prior approval from the District for personal days.
3. If a Bargaining Unit Member is sick on the day before or after a holiday, (s)he may be required to furnish the District with a doctor's statement in order to receive holiday pay.
4. In the event the District diminishes the number of holidays, the District will bargain the impact of such a diminishment.
5. Any Bargaining Unit Member who is requested to work and does work on a scheduled holiday shall receive his/her regular hourly rate of pay for the hours actually worked plus additional holiday pay where eligible.

ARTICLE 20
Compensation and Benefits

A. Compensation

1. Effective January 1, 2023 existing Bargaining Unit Members filling a bus driver role shall receive a wage increase of \$2.33/hour,
2. Effective January 1, 2023 existing Bargaining Unit Members filling a bus aide role shall receive an annual wage increase of 5%,
3. No Bargaining unit member will have an hourly wage below the starting wage. Any Bargaining Unit Member who has an hourly wage below the established starting wage (after the applicable adjustment in 1 or 2 above) will have his/her salary adjusted to match the starting wage.

4. For the 2023-23, 2024-25, 2025-26, 2026-27, 2027-28 school years:

Each returning Bargaining Unit Member shall receive an annual wage increase equal to the applicable percentage for the respective tax levy year as set by the Property Tax Extension Limitation Law (so-called “tax cap”), but no less than 1.0% and no greater than 4.0% for drivers and not less than 1.25% and no greater than 4.25% for aides. If the State of Illinois institutes a tax freeze for any of the aforementioned tax levy years, each returning Bargaining Unit Member shall receive 1.0% (drivers) and 1.25% (aides) for the respective year of the tax freeze.

5. Starting Wages

- Starting wage for new drivers = \$24.00/hour (beginning January 1, 2023)
- Starting wage for new drivers = \$25.00/hour (beginning July 1, 2023)
- Starting wage for all new aides = \$17.22/hour (beginning January 1, 2023)
- Starting wage for all new aides = \$17.56/hour (beginning July 1, 2023)

B. Pay Periods

1. All Bargaining Unit Members shall be paid by means of direct deposit twice monthly on the fifteenth of each month (or the preceding work day if the fifteenth is a weekend or a holiday) and on the last work day of the month, beginning September 15th, of each school year with the exception of the month of December during which the December 31st, pay date shall be accelerated to a special early pay prior to winter break.
2. Paychecks received on the fifteenth of the month will reflect payment for all hours worked, approved leave, and paid holidays from the sixteenth day through the last day of the previous month.
3. Paychecks received on the last work day of the month will reflect payment for all hours worked, approved leave, and paid holidays from the first day through the fifteenth day of the current month, with the exception of the special early pay given in the month of December, as described in B.1 above.
4. All Bargaining Unit Members will receive a statement at the start of each school year which reflects that Bargaining Unit Member’s available sick and personal leave days.
5. Insurance deductions will begin the second pay period in September and end after the first pay period in June.

C. Timesheets

The District may require Bargaining Unit Members to submit timesheets no more than twice a month. Should the District wish to use alternative time keeping methods which are

different than timesheets, both the Union and the District retain all rights granted to both under the *Illinois Educational Labor Relations Act* (IELRA) concerning the creation, implementation, and use of any alternative time keeping method.

D. Overtime

1. All Bargaining Unit Members will receive time-and-a-half for hours assigned and worked in excess of forty (40) hours per week. Overtime shall require approval by the District.
2. Transportation in-service and training days (which include but are not limited to safety meetings) will be counted towards the computation of overtime.

E. Insurance Benefits

1. Any Bargaining Unit Member who works an average of five (5) hours per day, five (5) days per week qualifies for health, dental, and vision insurance coverage.
2. For the purposes of determining the number of hours needed to qualify for insurance benefits, morning routes, mid-day routes, afternoon routes, and extra routes will be included in the Bargaining Unit Member hours worked per day.
3. Medical, dental, and vision insurance for Bargaining Unit Members will be determined by the terms of the CTC Collective Bargaining Agreement unless mutually agreed otherwise. However, the parties to this Agreement shall form an insurance committee which shall meet at least annually as part of a joint committee composed of all District unions if possible. If not possible, then the parties shall meet as a DTU insurance committee. Either party may call for more frequent meetings. The purpose of the committee shall be to monitor insurance costs and to educate the committee members regarding matters of insurance.
4. Coverage for eligible Bargaining Unit Members shall be available upon the completion of sixty (60) calendar days following successful completion of the solo run. If employment is involuntarily terminated, medical and dental coverage will cease on the last day of the month in which the Bargaining Unit Member is last employed. If employment is voluntarily terminated or work hours are reduced to below the qualifying amount, medical and dental coverage will cease on the last day of the month following the month in which termination or reduction occurs. Vision coverage will cease on the last day of work.
5. Bargaining Unit Members who meet the minimum number of hours to qualify for health benefits will also be entitled to receive \$50,000 of term life insurance with the Board paying the premium for such insurance.

F. Insurance for Retirees

A vested IMRF Bargaining Unit Member who retires in District 15 shall be entitled to participate in the medical and dental insurance programs, if required by law, by paying the monthly premium at the rate permitted by law.

G. Flexible Benefit Program

All Bargaining Unit Members may participate in the Flexible Benefit Program in accordance with the terms of the District plan.

H. 403(b)

All Bargaining Unit Members may participate in a 403(b) program. The District will inform all Bargaining Unit Members of which companies have been approved and what programs are available.

I. Review of Work Hours and Pay/Calculation of Per Diem Rate

1. Bargaining Unit Members shall be entitled to make a written request for review of their assigned work hours and corresponding pay related to, but not limited to, the following circumstances:
 - a. Payment for hours worked during a given pay period; and
 - b. Payment for approved leave days and holidays.
2. Such written request shall be submitted to the Director of Transportation or designee. The Director of Transportation or designee shall review and respond to such request within fifteen (15) work days. In the event there are more than ten (10) requests within a five (5) work-day period, the Director of Transportation or designee shall be permitted an extension for review and response of an additional ten (10) work days. If the review results in an adjustment of work hours and corresponding pay, the payroll department shall be notified as soon as possible.
3. The per diem rate shall include the Bargaining Unit Members' regularly scheduled morning assignment (if applicable), regularly scheduled mid-day route (if applicable), regularly scheduled afternoon assignment (if applicable), and assigned extra route(s) (if applicable).
4. The per diem rate for full-time substitute bus drivers will be re-calculated four times per school year:
 - a. October 1st, to reflect the average daily assigned hours worked from the beginning of the school term through September 30th. Any change in the per diem rate would be effective on the October 15th paycheck.

- b. December 1st, to reflect the average daily assigned hours worked from October 1st through November 30th. Any change in the per diem rate would be effective on the December 15th paycheck.
 - c. February 1st, to reflect the average daily assigned hours worked from December 1st through January 31st. Any change in the per diem rate would be effective on the February 15th paycheck.
 - d. April 1st, to reflect the average daily assigned hours worked from February 1st through March 31st. Any change in the per diem rate would be effective on the April 15th paycheck.
5. Any disputes between the parties regarding the length of route(s) shall not be grievable but shall be referred to the Communication Council if the Director or designee's response is unacceptable to the Union. Any disputes regarding discrepancies between the aforementioned daily assigned hours and the per diem rates shall be grievable provided such grievances are filed prior to December 1st, with time tolled until December 1st, for any allegedly grievable event occurring prior to December 1st.

ARTICLE 21
Management Rights

The District hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois except as limited by the terms of this Agreement.

ARTICLE 22
No Strike Clause

During the term of this Agreement, the Union and its Bargaining Unit Members agree to provide full and complete service to this District in the capacity for which they were employed.

ARTICLE 23
Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

ARTICLE 24
Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties. The Association and District retain all rights granted to both by the *Illinois Educational Labor Relations Act* (IELRA).

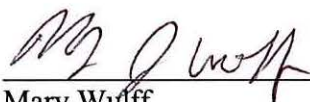
ARTICLE 25
Term of Agreement

This Agreement shall commence January 1, 2023, and shall continue in effect until June 30, 2028 and it hereby replaces and supersedes any agreement currently in effect between the Parties as of the commencement date of this Agreement. All other provisions shall be effective upon the ratification of this Agreement by both parties.

This Agreement is signed the 18th day of January, 2023.

In witness thereof:

District 15 Transportation Union

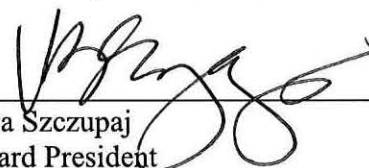


Mary Wulff
DTU President



Scott Cochran
DTU Executive Board Member

Board of Education of
Community Consolidated School District 15



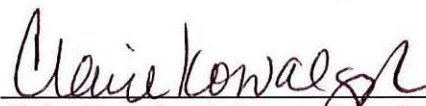
Lisa Szczupaj
Board President



Lisa Nuss
Assistant Superintendent for Human
Resources



Diana McCluskey, Chief School Business
Official



Claire Kowalczyk Deputy Superintendent

APPENDIX A
PROXY FORM FOR ANNUAL SELECTION OF
ROUTES AND BUSES

Pursuant to the Agreement, if a Bargaining Unit member is unable to participate in the annual selection process for routes and buses, that individual may make his/her selection(s) by proxy.

If you are unable to attend the annual selection process for routes and buses, please respond to the questions labeled 1 through 5 below.

1. I authorize _____ to be my proxy for route and bus selection.
2. School Preference. Indicate your preference by writing in the names of desired route sets in order of preference.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

3. Bus-type Preference. Indicate your preference by circling your desired choice. Choose only one.

Wheelchair bus 30-35 passenger bus 47 passenger bus 65-71 passenger bus

4. Bus-number Preference. Indicate your preference by listing the preferred bus number(s).

- 1st choice bus number _____
- 2nd choice bus number _____
- 3rd choice bus number _____

Printed Name of Bargaining Unit Member

Signature of Bargaining Unit Member

Date _____

APPENEDIX B: Medical Documentation

In accordance with Article 19 of this agreement, the following forms shall be used when providing medical documentation to the District.

1. Certification of Health Care Provider for Employee's Serious Health Condition (Family and Medical Leave Act) – US Department of Labor
 - Use this form when absent from work for six or more consecutive days due to the employee's own medical condition.
2. Certification of Health Care Provider for a Family Member's Serious Health Condition (Family and Medical Leave Act) - U.S. Department of Labor Form
 - Use this form when absent from work for six or more consecutive days due to an employee's family member's medical condition.
3. Physician's Certification Form
 - Use this form when requesting a medical accommodation at work (such as; lifting restriction, modified schedule, etc).
4. Release of Medical Records and Information
 - Please sign this to permit the District to contact the physician in order to clarify information submitted.
 - Please note: In the event this form is not signed, the employee may be required to have the physician submit addition information.

Certification of Health Care Provider for
Employee's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT

OMB Control Number: 1235-0003
Expires: 5/31/2018

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b). Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax: (_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

___ No ___ Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition? ___ No ___ Yes.

Was medication, other than over-the-counter medication, prescribed? ___ No ___ Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

___ No ___ Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ___ No ___ Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: ___ No ___ Yes.

If so, identify the job functions the employee is unable to perform:

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? No Yes.

If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? No Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?
 No Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Estimate the part-time or reduced work schedule the employee needs, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? No Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?
 No Yes. If so, explain:

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency : _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Certification of Health Care Provider for
Family Member's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 5/31/2018

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: _____
First Middle Last

Name of family member for whom you will provide care: _____
First Middle Last

Relationship of family member to you: _____

If family member is your son or daughter, date of birth: _____

Describe care you will provide to your family member and estimate leave needed to provide care:

Employee Signature _____ Date _____

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e). Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax: (_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
 No Yes. If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

Was medication, other than over-the-counter medication, prescribed? No Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? No Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
 No Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? No Yes. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? No Yes.

Estimate the beginning and ending dates for the period of incapacity: _____

During this time, will the patient need care? No Yes.

Explain the care needed by the patient and why such care is medically necessary:

5. Will the patient require follow-up treatments, including any time for recovery? No Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient, and why such care is medically necessary: _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? No Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient, and why such care is medically necessary:

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ___ No ___ Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: ___ times per ___ week(s) ___ month(s)

Duration: ___ hours or ___ day(s) per episode

Does the patient need care during these flare-ups? ___ No ___ Yes.

Explain the care needed by the patient, and why such care is medically necessary: _____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

PHYSICIAN'S CERTIFICATION FORM

FOR:

EMPLOYEE OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 15

Name of Physician: _____

Address: _____

Phone Number: _____

1. Please detail the nature and status of your diagnosis of the employee as it relates to the employee's job as a teacher.

2. If the employee requires absence from work, please indicate the expected date of ability to return to work.

3. Please indicate the impact of your diagnosis/medical condition, if any, on the employee's performance of his/her job duties:
 - a. while absent from work

 - b. upon return to employment

4. In your professional opinion, is the employee currently able to perform all the essential functions of the position of a teacher (see attached job description).

5. If, in your opinion, the employee is currently unable to perform any one or more of the essential functions of the above position, or may pose a direct threat to health or safety to him/herself, students or co-workers, please indicate below any accommodations of which you are aware that could be made by the District to enable the employee to perform those functions.

6. Please provide an assessment of the degree to which corrective or mitigating measures (including prescribed medication to treat the medical condition), if any, may be used in order to reduce the limitations associated with the employee's diagnosis/medical condition and/or describe the effect such measures may have on the employee's ability to perform his/her job duties.

7. Would the performance of the essential functions of the position of teacher by the employee create a significant risk of substantial harm to the health or safety of the employees, students, or co-workers? Please base your response upon the most current medical knowledge and/or the best available objective evidence about this employee. Your evaluation of any future risk must be supported by valid medical analyses indicating a high probability of substantial harm if this individual performed the particular functions of the position in question. If it is your opinion that such a risk exists, please detail the specific nature and extent of the harm.

Signature of Physician

Date

5. If, in your opinion, you are currently unable to perform any one or more of the essential functions of the above positions, please indicate below any accommodations of which you are aware that could be made by the District to enable you to perform those functions.
6. Please provide an assessment of the degree to which corrective or mitigating measures (including prescribed medication to treat your medical condition), if any, may be used to reduce the limitations associated with your diagnosis/medical condition and/or describe the effect such measures may have on your ability to perform your job duties.

Name of Employee

Signature of Employee

Date

RELEASE OF MEDICAL RECORDS AND INFORMATION

By signing below, I authorize my employer, Community Consolidated School District No. 15, to contact my physician, _____ (physician's name) to obtain information regarding my medical condition and its impact on my ability to perform my job responsibilities. I further authorize _____ (physician's name) to provide verbal and written information, including medical records, to Community Consolidated School District No. 15 regarding my medical condition. I understand that this release constitutes a waiver of my rights to confidentiality to the extent stated above, pursuant to the *Medical Patient Rights Act*, 410 ILCS 50/3(d).

Employee Name (please print)

Employee Signature

Date