

CONTRACTUAL AGREEMENT
Between the
BOARD OF EDUCATION,
Of
VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT 365U
And the
LOCAL 3057
COUNCIL 31
American Federation of State, County and Municipal Employees
AFL-CIO

JULY 1, 2024, to JUNE 30, 2027



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PREAMBLE

This agreement entered into by the Board of Education, School District No. 365-U, Will County, Illinois, hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, Council 31, for and on behalf of its Local 3057 AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

Recognition and Purpose

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all school bus drivers and monitors that include both regular and/or special education duties.

Section 2. Union Pledge

The Union pledges the support and efforts of its membership toward the highest ethical standard to provide safe, efficient and dependable transportation services for the Employer and its students.

Section 3. Management Rights

Except as amended, changed, or modified by this Agreement or the Illinois Educational Labor Relations Act, the Employer has the right to hire, assign, transfer, schedule its employees, direct them in their work, control all employer property, and discipline and discharge for cause.

ARTICLE II

Check-Off

CHECK-OFF

Section 1. Deductions

The District shall deduct from the regular paycheck of each employee, for whom it previously received written authorization or notice to do so from the Union, the required amount of Union dues, assessments, or fees and PEOPLE contributions. The Union will notify the District of the names of all employees who have signed a dues check off authorization card and the District shall commence dues deductions within thirty (30) days of notice of authorization provided to the District by the Union. The District shall remit such deductions monthly to the Union at the address designated by the Union. Deductions pursuant to this provision shall continue unless and until authorization is properly withdrawn or revoked by the employee in accordance with the Union requirements and notice of such withdrawal or revocation is provided to the District by the Union, or the employee is no longer employed in a bargaining unit position.

Section 2. Indemnification

The AFSCME Local 3057 Council 31, shall indemnify and hold harmless the Board, its members, officers, agents and employees from any and all claims, demands, actions, complaints, suits, costs, losses and expenses or other forms of liability including, but not limited to, the cost of defense thereof and attorneys' fees therewith in any manner resulting from or arising out of or connected with this Agreement or this Article or the consequences therefore or that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article.

ARTICLE III

Hours of Work

Section 1. Regular Hours - Work Schedule

Every year, employees are required to attend all mandatory meetings, route selection, dry runs, etc. required by management within fourteen (14) days prior to the first day of school for Valley View Public Schools.

The routes established by the Employer shall be selected, when other factors are nearly equal, by seniority before the start of each new school year. Said selected routes shall determine the Employee's work schedule. Work schedules shall remain as stable as possible but are subject to change in accordance with the just need of the Employer to accomplish safe, effective and economical routes and times.

The Employer shall assign the duties as necessary to be performed by each Employee during the Employee's work schedule. Any additional hours shall be allocated on the basis of seniority and the seniority lists as determined by the Transportation Director.

Additional hours will be assigned in the following order:

- (1) Extra worksheet signed by an employee who will not exceed forty hours.
- (2) Extra worksheet signed by an employee in overtime
- (3) "All call" on two-way radio system (which includes substitutes)
- (4) Midday availability sheet signed by the employee.

Section 2. Work Week

In-District Routes:

The workweek will begin each Monday at 12:00 a.m. through the following Sunday at 11:59 p.m. The workweek shall include dry runs, activities, WILCO, early dismissals, midday's, meetings and the regularly scheduled Valley View school days

Out-of-District Routes:

The workweek shall begin each Monday at 12:00 a.m. through the following Sunday at 11:59 p.m. The workweek shall include scheduled dry run days, meetings, early dismissals and the regularly scheduled out of district school calendar.

Section 3. Overtime Eligibility Requirements

Overtime for additional hours will be offered to the highest senior employee who has worked the least amount of overtime hours in the given work week. An up-to-date, accurate list of each employee and their hours worked shall be posted each workday after 10:30 a.m.

A copy of such list shall be provided to the union each day.

The following days will count toward meeting the 40-hour workweek requirement for overtime eligibility.

Paid Holidays

Bereavement Days

Jury Duty

The following days will not count toward meeting the 40-hour work week requirement for overtime eligibility.

Personal Days

Sick Days

Dock Days

Worker's Compensation

Personal days and sick days will count towards a 40-hour work week regarding eligibility for additional work but not towards receiving overtime pay.

Section 4. Daily Guarantee

Full day drivers will receive a daily guarantee of six (6) hours per day work assignment.

Half day drivers will receive a daily guarantee of three (3) hours per day work assignment.

Monitors will receive a daily guarantee of five and one-half (5 ½) hours per day work assignment.

In the event a route is reduced in hours or eliminated during the regular school year, the same guarantee shall apply.

Section 5. Time Allotment

Employees are required to inspect, clean, and fuel their vehicles daily. A Department of Transportation inspection will be done at the beginning of each day. Fifteen (15) minutes will be allotted each day to complete the inspection and fifteen (15) minutes per day to clean and fuel the school bus.

Requirements are set forth in, made a part of and attached hereto:

Exhibit B – Written or electronic pre-trip inspection

Exhibit C – Daily vehicle check list

Drivers will be paid any/all additional cleaning that may be required by management. Drivers are required to punch in and out and submit an extra worksheet.

As required by Public Act 95-0260, the school bus driver shall at the end of each run, turn off the ignition of the vehicle, activate the interior lights and walk to the rear of the

bus to check for children still on board as well as articles left behind. The driver is to be the last person leaving the bus ensuring that no passenger has been left on the bus or left behind. A run is defined as any pick-up and drop-off of students from one point to another.

As required by Public Act 94-0845, a driver is prohibited from allowing a vehicle to idle for more than ten minutes within a sixty-minute period. Bus drivers must follow the District's Anti Idling Policy as stated in the Employee Handbook.

District Administrative Policy 4:110 sets forth the driver's responsibility for passenger restraint systems.

Section 6. Emergency Closing

The Employer will make every reasonable effort to notify employees of a school closing or moving to Electronic Learning (e-learning) by 5:00-am. When there is a school closing, and/or e-learning has been instituted, the closing will be aired on local television and radio stations (see employee handbook for current listing) and a notification message will be sent. All employees should tune to these stations to obtain information on school closings.

Section 7. Summer Work

(A) Applications - Unless otherwise stated, this section applies to school bus drivers and/or monitors.

(B) Summer Work Postings

(1) Routes. All routes are to be posted and selected by seniority. Employees may bid on any and all summer sessions for which they are available. In order to be deemed available for a summer route a driver must be available for the entire route package. A driver will be ineligible for a summer route if their attendance has exceeded the allowable days off per the current year employee handbook excluding approved FMLA time or approved medical leave time. A driver shall not select a summer route that overlaps with the end of their regular school year route by more than 5 workdays. A preliminary list of work duties (subject to change) will be posted for bid a minimum of ten (10) days prior to the last day of school. The availability of summer routes is based upon student enrollment.

(2) Summer Availability List. The summer availability lists will be posted a minimum of ten (10) days prior to the end of the school year. The lists will include but shall not be limited to a field trip list as well as a list(s) of other additional work duties as management may deem necessary during the summer. All duties that become available during the summer will be offered on the basis of a continual seniority rotation.

(a) The Employer shall maintain a daily record which indicates that work was offered according to seniority order. The daily record will be made available for review upon request of the Union.

(b) Any employees added to the availability list after posting is closed will be added to the bottom of that list. They will not be called for additional work unless/until all employees on the list have declined the work.

(c) An employee who has signed for summer work may notify the Employer in writing of those days the employee will not be available to be called for work. An employee who is called and fails to respond or declines work on three (3) occasions shall be removed from the list.

(d) Work offered and declined the same day it is to occur or on days the employee has notified the Employer of their unavailability shall not be counted toward removal.

(C) Summer Work Rates of Pay/Guarantee

1. Summer work assigned off the availability list will be paid at a minimum of two (2) hours pay, or actual hours worked whichever is greater.

2. Summer routes will be paid at a minimum of four (4) hours or actual hours worked, whichever is greater. In the event a summer route is reduced in hours or eliminated, the same guarantee shall apply until the end date of the route.

ARTICLE IV

Wages

Section 1. Wage Schedule

The salaries and wages of the employees shall be paid on the 15th of every month and the last day of every month, or as established by employer action. If the 15th or final day of the month falls on a holiday or weekend, payday will occur on the workday immediately preceding the holiday/Saturday/Sunday. All Employees are encouraged to participate in Direct Deposit. Pay stubs are available via the employee portal.

Paychecks shall be distributed before scheduled afternoon dismissal routes.

For actual wages, see Appendix A, of this Collective Bargaining Agreement.

ARTICLE V

Extended Hours

Section 1. Rate of Pay

All regular work performed in excess of forty (40) hours in any workweek, shall be paid at time and one-half the Employees' regular rate of pay.

Regular work is defined as morning route, afternoon route, WILCO, Kindergarten, activity routes, Kindergarten orientation, bus evacuations, early dismissals, Employee Meetings, and Bus Cleaning. Work shall be paid at a minimum of one (1) hour at the appropriate rate of pay.

Driver training duties (preparation for classroom, classroom, behind-the-wheel, road testing) will be paid an additional rate of \$.50 per hour or at the overtime rate when appropriate, while engaged in such trainer duties.

Compensation for field trips shall be at the rate of \$18.25 per hour in year one of the agreement, \$19.00 per hour in year two of the agreement and \$19.75 per hour in year three of the agreement.

If an employee is given an assignment on a given day with hours so extended that the eight (8) hour rule results in said employee not being able to start work at the usual time the next morning, the employee shall be told what time to report and be paid a minimum of two and one-half (2 ½) hours.

Section 2. Call Time

An Employee called out after scheduled hours have ended shall receive a minimum of two (2) hours pay for each call. An employee called out before scheduled hours have ended shall receive actual pay. Midday standby called out prior to/after their scheduled standby time shall receive actual pay. An employee called out on a weekend shall be paid two (2) hours "call out" pay plus hours worked.

A driver shall not be required to accept extended work except where student transportation is needed and there is a shortage of drivers.

ARTICLE VI

Seniority

Section 1. Definition

Seniority as used herein shall mean the length of service in continuous employment of the Employer. An Employee's seniority date shall begin on the first day the employee reports to work after successfully completing all requirements of their position.

Section 2. Termination and Non-Accrual of Seniority

An Employee's seniority shall be terminated only when an Employee resigns, retires, is discharged for just cause, is on layoff for more than eighteen (18) months, or is on leave of absence exceeding one (1) year.

Seniority shall not accrue during a non-paid leave of absence beyond six (6) months.

Section 3. Summer Work

If an Employee does not work in the summer for any reason, it does not affect his/her place on the seniority list.

ARTICLE VII

Layoffs

Section 1. Order of Layoff

When there is a reduction in the number of Employee assignments which results in the necessity of releasing an Employee, the reduction in force shall be made in the inverse order of seniority. When practicable the District shall give affected Employees and the Union a minimum of thirty **(30)** days prior notification of any impending layoffs.

Section 2. Recalls

The recall of a released Employee to an available position shall be made, when other factors are nearly equal, on the basis of greatest seniority. The District shall not hire new employees until all laid off Employees have been called back or have refused to come back to work or eighteen **(18)** months from notification of layoff.

Recall offers shall be made in writing by certified mail. Recalled Employees will have five **(5)** working days following receipt of the offer to report. Refusals shall be made in writing and confirmed by certified mail.

ARTICLE VIII

Route Selection

Section 1. Pay

School bus drivers who select a regular education work assignment will be paid three hours for route selection, mirror station, vehicle preparation, reviewing computerized route description, requesting route adjustments and conducting a dry run provided all stated duties are completed within two business days of route selection.

Standby drivers will be paid one hour for route selection.

School bus drivers who select a special education work assignment will be paid actual hours worked for route selection, mirror station, vehicle and equipment preparation, parent contact, reviewing computerized route descriptions, requested route adjustments and conducting dry runs provided all stated duties are completed within four business days of route selection.

School bus monitors will be paid three hours for reviewing their selected work assignment and conducting a dry run provided stated duties are completed within four business days of route assignment. School bus monitor dry runs must be completed in the bus they are assigned to and with their regular driver.

All regular education drivers must submit an extra work sheet for any time worked over three (3) hours. Standby drivers will do so for any work over one hour.

Section 2. Definitions

For the purposes of this article "regular work" is defined as package of AM and PM routes, or AM only or PM only routes, which could include one or more of the following: WILCO, Early Childhood, Activity, and Midday route(s).

Unless otherwise noted in this agreement, the term "driver(s)" includes both regular and/or special education work duties.

A driver may elect to be a substitute driver without suffering a reduction in pay.

As per the Special Education Driver Training Program document, all routes shall be considered curb to curb service only, unless otherwise provided for pursuant to Section 2 - Loading and Unloading Procedure.

A shuttle is a one-way transfer of students (excluding field trips, routes, and activities) from one location to another such as work programs, tutoring, home and student building adjustments.

Section 3. Posting and Assignment

Route preview for employees will be posted one (1) business day prior to route selection. Work schedules are based upon student enrollment and are always subject to change/elimination. Upon a request from the Union, the Transportation Director agrees to meet and discuss the proposed routes with the Union President or designee.

All full day work schedules will be packaged and posted, from which the employees will select a work schedule on the basis of seniority, not to exceed forty (40) hours. All half day drivers will then select a work schedule from the full day general education work packages in seniority order for the half day work group. A driver may elect to be a substitute without suffering a reduction of pay.

School bus drivers and monitors who have special education work duties must complete thirty (30) scheduled workdays before being eligible to change (bid/select) work schedules. Special Education drivers will become exempt from the thirty (30) day rule if their route package hours decrease by three (3) or more hours per week. Exemption will be based on the original posting (hours) selected by employee(s).

The Transportation Director shall offer any unselected route to those full day and then half day drivers who have not yet had the opportunity to select a route, in order of seniority. In the event that no one selects the work schedule, then the unselected route shall be assigned to the least senior qualified substitute who will become a regular driver.

Employees hired as half day drivers may sign for extra work and/or field trips up to a maximum of 7.5 hours per week. Employees hired as half day drivers are not eligible for overtime.

Employees who have an athletic, standby or substitute route are not eligible to select a midday, activity or shuttle run unless posted with route or assigned by management.

Employees will receive pay for their entire package of work, if any WILCO, Kindergarten, Activity and/or Midday route(s) are cancelled less than two (2) hours prior to the start of the route and they remain available for other work on standby.

Upon request of a Union representative and affected employee(s), the Employer agrees to discuss requests for adding monitor(s) to existing Special Education routes.

Any midday route that becomes available and is selected after route selection day may stay with the driver or monitor that selected the route. Driver or monitor cannot select any route or portion thereof that would bring their total package to more than 8 hours per day. Any midday or other piece of work that interferes with their respective package of am and pm work is not allowed excluding early dismissal for any in district or out of district schedules.

Section 4. Changes

As changes occur and work becomes available throughout the school year, the changes will be posted, according to category, for three (3) days. The vacancies caused by these changes will be filled according to the route selection process, except where the need arises to provide substitutes for scheduled work for terms of more than one (1) week. All eligible employees are able to sign for any/all vacancies. Employees may not "give up" portions/part of their selected package. If an employee cannot complete their entire package, the package will be posted.

A route given back by an employee to whom it was assigned (after following bid procedures) shall be reposted to allow the other bargaining unit employees to bid on it. This reposting shall not apply the first ten (10) days or the last twenty (20) days of the school year.

Section 5. Substitutions

The employer will post route substitutions no later than 6:15 a.m. and use its best efforts to assign route substitutions by 8:30 a.m. to the most senior driver who signs for the work. If the Union can prove a pattern of abuse, the abuse is subject to the grievance procedure. The drivers will make known their availability for daily route(s) substitutions by signing daily route postings. Stability of Early Childhood routes will be a factor when assigning substitutes.

Employees who select route(s) shall not be allowed to accumulate more than five (5) substitutions of a midday, kindergarten, and/or activity route(s). If they do accumulate five (5) substitutions, they may lose their entire package and will not be able to resign for it when it is posted. A substitution is defined as one uninterrupted absence, not otherwise exempted in the Collective Bargaining Agreement.

Employees who are unable to perform their entire package assignments for three (3) or more consecutive days due to reasons as stated in Article X, Section B, Sub-Section 1, Sick Leave days, shall have that period counted as only one (1) substitution of their package.

General education work substitutions will be assigned on a seniority rotation basis. Substitutions will be made for the AM and PM portions of the package. Midday or activity portions of the routes shall be posted daily. For stability of Early Childhood and Special Education routes, middays exceeding three (3) days shall be posted as temporary assignments until the driver returns or full package goes up for bid.

ARTICLE IX

Field Trips

Section 1. Protection of Bargaining Unit Work

The Employer will make every reasonable effort to offer all extended and overnight field trips and summer school transportation employment to the employees considering the availability of employees, equipment, and time. In the event the Employer finds it impossible to accomplish that end, the Union will be notified of the reasons. If the work is assigned to an outside source, and a driver from the bargaining unit would have been available for the work, the driver that would have been offered the work shall be paid the total number of hours of the trip.

To further ensure this end, the Employer will ask that schools first contact the transportation department before going to an outside source. Outside sources for employees in this case means anyone outside the bargaining unit.

Section 2. Field Trip Posting, Assignments and Qualifications

Field trip procedures may be evaluated from time to time with the Union and agreed upon changes will be implemented upon a ten-day notice to employees. However, any handbook procedures may not contradict the contract.

The Employer shall post field trips a week in advance of the trip when possible.

An employee may select up to one field trip a day as long as it fits into his or her schedule and will not place the employee in overtime.

Field trips will be offered on a seniority rotation basis. Seniority rotation will begin with the top senior driver on the first day of school every school year. Field trips will be selected and/or assigned first to drivers not in overtime and then to drivers in overtime.

Specific descriptions (i.e. the need for wheelchairs or a description of the special needs of passengers) of Special Education field trips shall be included in the posting, when needed, in order to help an employee make an informed choice about whether to bid on the route. The listing of such specific descriptions is not intended to waive seniority rights as described above, however, a driver must be Special Education trained to qualify for the trip.

Section 3. Field Trip Hours

Drivers are required to keep their own record of weekly hours worked. Such records will be verified by the employer and the employee prior to the work being offered, to the extent possible. If the requested assignment will require overtime, the driver is required to inform the office at the time additional work is offered.

Section 4. Short Notice Field Trips

Short notice trips will be posted by seniority rotation for as long as practicable and will start with the top of the seniority list. Short notice trips (up to twenty-four (24) hours in advance) will be assigned by seniority rotation following overtime procedures. Same day trips will be announced over the radio.

Section 5. Field Trips Regulations

School bus driver: In the event that a field trip is cancelled the day of the trip, said employee will be compensated two (2) hours pay on a scheduled school day, or four (4) hours pay on a non-attendance day. An employee may be utilized as a standby driver as the need arises during the time frame in which they are being compensated. There will be no pyramiding of time.

Compensation for field trips shall be at the rate of \$18.25 per hour in year one of the agreement, \$19.00 per hour in year two of the agreement and \$19.75 per hour in year three of the agreement.

To be eligible to sign for an out-of-district trip (over thirty-five (35) miles) drivers must have at least one (1) year of experience as a school bus driver and must first drive on a multi-bus trip with another driver who has at least one year seniority

Section 6. MFSAB (Multi-Function School Activity Bus)

A Multi-Function School Activity Bus (MFSAB) is a non-yellow bus designed to hold no more than 14 passengers plus the driver. They are to be used for the transportation of individual students, small groups, or teams following the use guidelines of the Illinois State Board of Education (ISBE), when a driver is not available to cover the trip. To ensure trips are properly assigned, all trips, including Multi-Function School Activity Bus (MFSAB) trips, will be listed on the weekly field trip posting, as is the current practice. Valley View School District drivers performing trips may be assigned a yellow school bus or Multi-Function School Activity Bus based on the needs of the Transportation Department and the school requesting the trip. The use of the Multi-Function School Activity Bus will be limited only by the availability of Valley View School District drivers to meet the needs of the students of Valley View School District. If the work is assigned to an outside source, and a driver from the bargaining unit would have been available for the trip, the driver that would have been offered the work shall be paid the total number of hours of the trip at the current field trip rate. In the event that Valley View School District does not have a driver available for an overnight trip, and that trip is completed with a Multi-Function School Activity Bus driven by a coach, a driver will be compensated with a \$50 stipend per day for the number of days for the trip. To determine the driver that will be compensated, an additional field trip call out list will be utilized following overtime procedures. To further ensure this end, the Employer will require that schools first contact the transportation department before going to an outside source. Management agrees to form a committee of no more than 3 members of the union and no more than 3 members of management to hold ongoing discussions to ensure procedures are being followed as a result of need and last opportunity before utilizing a third party, not as a first option or matter of convenience. In addition, management will facilitate meetings with the athletic directors periodically to ensure communication remains open and expectations are discussed.

ARTICLE X

Leaves of Absence

A. LEAVE OF ABSENCE WITHOUT PAY

Section 1. Leave Request

A leave of absence without pay for political or Union activities, physical incapacity, maternity, adoption or emergency business shall be granted by the Employer upon recommendation of the Transportation Director for up to twelve **(12)** months.

Employees on leave will be required to contact Employer two **(2)** weeks prior to return from leave with their intentions.

A written request, accompanied by a statement completed by the attending physician, will be made as early as possible for physical incapacitation.

In addition, Local Union representatives shall be allowed time off without pay for legitimate Union activities/business such as Union meetings, State, International Conventions, provided such representatives shall give reasonable notice to the Employer of such absence. A two-week advance notice is preferred, and the schedule must allow for the coverage of the employees requesting leave. A maximum of 8 employees are allowed off for personal time on any given day and this rule would apply to this leave request. The Employee may utilize any accumulated personal day time in lieu of taking such time without pay. Such time off shall not be counted towards discipline nor preclude an employee from any attendance bonus.

Employees who are granted a non-paid leave of absence (that extends beyond **6** months, excluding **FMLA**) shall not have the time counted as continuous service toward their anniversary date.

B. PAID LEAVES OF ABSENCE

Section 1. Sick Leave

(A) Accruals and Definition

Each school year sick leave with pay shall be granted to each employee on the basis of one **(1)** day for each **(18)** days worked. A change from the published calendar in the form of an emergency remote day, snow day, or other similar change will not affect accrual. Planned or extended emergency closure days will not count toward sick day accrual. New employees will accumulate, but are not allowed to use, earned sick days until after 30 working days of their probationary period has been served. One sick leave day is equivalent to an employee's scheduled work hours at the employee's regular hourly rate of pay.

Sick leave as used in this section means leave for personal illness, pregnancy, adoption, injury, quarantine, or serious illness, injury, or death in the immediate family or household. "Immediate family" as used in this section means the Employee's parent, spouse, child, brother, sister, grandparent, grandchild, parent-in-law, brother-in-law,

sister-in-law, son-in-law, daughter-in-law; stepparent, step brother, step sister, grandparents-in-law, partner in a civil union and legal guardian.

"Household" as used herein means any relative who resides with the Employee.

Up to ten **(10)** paid days of sick leave shall be exempted from charged attendance

(B) Employer Notification

The granting of sick leave shall be subject to the Employee notifying the Employer by 5:30 a.m. of the Employee's scheduled workday. Employees shall inform the office personnel of any field trips and/or extra work to be covered due to absence. Advance notice shall be allowed.

(C) Medical Verification

Recognizing that sick pay is authorized when Employees are disabled from working by illness or injury, medical verification or a doctor's certificate may be required (for absences of **3** days or more) by the Transportation Director. If medical verification is not provided, this absence will be considered an unexcused absence.

(D) Accumulation and Conversion

Unused sick leave shall be cumulative to ninety **(90)** days and/or **450** hours based upon an average of six **(6)** hours per day. Sick leave days accumulated over the **90**-day maximum may be accessed by the employee during the course of employee's service with the District for the employee's own catastrophic illness or injury. A catastrophic illness is defined as a severe or prolonged illness or injury that poses an imminent threat of death or incapacitation to the employee.

Upon retirement or death, the Employee or the Employee's estate shall be reimbursed for accumulated unused hours multiplied by one hundred percent (100%) of the Employee's current hourly rate. Retirement is defined as meeting the requirements for retirement as defined by IMRF and the district based on the employment date of the employee, or the ability to and/or requirement to draw a pension post-employment. Upon resignation, and after completion of five **(5)** years of service, the Employee shall be reimbursed for accumulated unused hours multiplied by one hundred percent (100%) of the Employee's current hourly rate. Upon resignation and having completed less than five **(5)** years of service, the Employee shall be reimbursed for accumulated unused hours multiplied by fifty percent (50%) of the Employee's current hourly rate. Upon termination or resignation in lieu of termination for cause, the Employee shall not be reimbursed for accumulated unused hours.

(E) Exceeding Sick and Personal Leave Days

Any Employee who exceeds his/her sick days shall not be paid for any said days he/she does not work. Absences beyond exhaustion of all available sick time and personal time will be reviewed by management and could be subject to discipline. If the employer can prove a pattern of abuse, the employee may be subject to discipline. It is understood that the exhaustion of all available sick time and personal time is not in and of itself grounds

for discipline. Unexcused absences that don't exceed 2 in any given school year shall not be used as disciplinary grounds and will fall off the employee record/file after 1 school year. An employee who accumulates no additional unexcused absences in a subsequent school year will also have no more than 2 of those absences fall off the employee record/file after 1 school year.

Section 2. Personal Leave

(A). Earned

In addition to Sick Leave, each Employee, after one year of service, will be granted three (3) days of personal leave each July 1. The personal day(s) may not be used solely to extend a scheduled non-working period and may not be accrued from year-to-year, nor used for other employment. A scheduled non-working period is defined as an unpaid or extended non-workday or series of days other than a weekend. This would include Thanksgiving Break, Winter Break, Spring Break as well as additional unpaid scheduled non-workdays. (i.e.: unpaid holidays or days your school is not in session) One personal leave day is equivalent to an employee's scheduled work hours at the employee's rate of pay.

At the end of the school year, any unused personal days, up to three (3) days per year, shall be converted to sick leave.

An Employee planning to use a personal leave day shall notify the Employer at least twenty- four (24) hours in advance, except in cases of emergency.

(B) Allowable Circumstances

"Personal Leave" as used in this section may be taken for one of the following reasons:

- (1) Doctor or dentist appointment that cannot be scheduled at any other time.
- (2) Closing a home mortgage.
- (3) Attorney appointments, tax audits, court hearings that cannot be set except during school hours.
- (4) Funerals, other than for family (which are covered under Bereavement Leave)
- (5) An emergency or business over which the Employee has no control and requires the Employees immediate attention.

The Employee shall not be required to give explanation of the reason for the leave, but, by applying for such leave, the Employee guarantees that the leave is to be taken for the specific reason checked on the Personal Leave Checklist. See Exhibit **D** attached hereto and made a part hereof. The Employer shall designate "Paid or Unpaid" on Personal Leave Form.

Section 3. Bereavement Leave

In addition to Sick and Personal Leave, and in the event of a death in the immediate family or household of an employee, the employee shall be granted three (3) bereavement leave days. The three (3) days may be used non-consecutively. One bereavement leave day is equivalent to scheduled work hours at the employee's regular hourly rate of pay.

Family Bereavement Leave – 820 ILCS 154/*et seq.*

"Immediate family" as used in this section is defined as an employee's parent, spouse, child, brother, sister, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepparent, step brother, step sister, grandparents-in-law, partner in a civil union and legal guardian.

"Household" is defined as a relative who resides with the Employee.

Section 4. Union Leave

Local Union Representatives shall be allowed a total of nine (9) days off with pay equivalent to work schedule, for legitimate Union activities/business such as Union Meetings; State, Area, or International Conventions; provided such representatives shall give reasonable notice to the Employer of such absence.

C. REPLACEMENTS - RETURN TO WORK

Section 1. Replacements

The scheduled work of the Employee on leave will be done for a period of up to two (2) calendar months by a substitute. Prior to the start of the employee's leave, the temporary assignment will be posted, and such assignment shall be awarded by seniority if qualifications are relatively equal. If no employee bids on the temporary assignment, it shall be assigned to the least senior substitute, then standby.

If the length of the leave, or the extension thereof, is longer than the school year the scheduled work will be posted as a permanent available work assignment. After a period of two (2) calendar months or immediately if a leave is to extend beyond the school year, the work will be posted as a permanent assignment for the duration of the school year or such time as the route is given up by the driver or monitor.

An employee who takes a leave for physical incapacity in any one school year shall not suffer loss of pay due to losing his/her routes.

Section 2. Return to Work

(A)Physician's Opinion

An Employee desiring to return to work after being sick, may simply be told to report for work or may be required to report to the District's physician before or upon returning to work, particularly when the absence was due to serious illness or injury.

The Employee may select a physician for an opinion. If the opinion of the Employee's physician differs from that of the District's physician, both physicians shall agree on an independent third physician to issue an opinion.

If two opinions agree that the Employee should not return to work, the Employee shall not be permitted to return. If two opinions agree that the Employee may return to work, the Employee will sign a statement that they concur with the two physicians' opinions and under those circumstances will be allowed to return to work.

The Employer will pay for its physician and the opinion of the independent third physician.

(B)Delayed Returns

The Transportation Director will review requests from Employees intending to return to work later than the first day of school on a case-by-case evaluation of extenuating circumstances.

ARTICLE XI

Discipline

Section 1. Definition

The employer supports the tenets of progressive and corrective discipline and in cases that do not warrant immediate dismissal, subject to the employers' judgment, the employer will enforce discipline as a means to ensure that infractions of the employment rules are corrected and are not violated again. Employees have the right to have a union representative present during a disciplinary meeting. Disciplinary action or measures will be for just cause and shall include only the following:

- Oral Reprimand
- Written Reprimand
- Suspension
- Termination

Section 2. Pre-Disciplinary Meeting

The Employer shall convene a pre-disciplinary meeting with the Employee and a Union representative. The purpose of the meeting is to inform the employee of the reason for the contemplated disciplinary action.

The Employee shall be afforded the opportunity to rebut or clarify the charges during the meeting or within a reasonable period of time following the meeting. This procedure does not preclude the Employer from taking immediate action to suspend an Employee to protect the workplace, or protect any liability placed on the school district.

Section 3. Disciplinary Action

Disciplinary action may be imposed upon an Employee only for failing to fulfill his/her responsibilities as an Employee. Such discipline must be enacted within fourteen (14) working days from the incident giving rise to the discipline, except in cases of a vehicle accident. Any disciplinary action or measure imposed upon an Employee may be processed as a grievance through the regular grievance procedure.

Notice shall be given to the Employee in writing of the observed deficiencies and mention made that the lack of improvement or correction may result in disciplinary action.

If any disciplinary action is taken, it shall be appropriate and reasonable according to the situation. In addition, the Employee disciplined will be given a notice, in writing, specifying the action being taken. Disciplinary action will be done in a timely fashion and should be carried out in a manner that will not embarrass the Employee before other Employees or the public.

Minor reprimands shall be withdrawn from the Employees' file after one (1) year.

Section 4. Safety

All Employees will follow all safety procedures and no Employee shall be required to work in an unsafe environment that would jeopardize their personal safety.

Section 5. Employee Notification and Rights

Prior to informing the Employee of a contemplated measure of discipline, the Employer shall notify the Employee of the right to have representation present and the Employee shall be entitled to such. Notification shall include any name of witnesses and copies of pertinent documents. Employees are covered by the language contained in the Illinois School Code, Section 10-20.20, Protection from Suit.

ARTICLE XII

Settlement of Disputes

Section 1. Grievance and Arbitration Steps

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner. The employee and/or the union steward may meet with a Transportation Director or delegate to discuss the issue involved and if an agreement is reached no further action need take place.

Time limits set forth in this Article may be changed by mutual agreement.

When a written grievance is presented to the Employer, the Transportation Director or delegate shall sign and date the original form acknowledging only receipt of and return a copy to a union representative.

Step I.

The union steward, with the employee, shall submit the grievance in writing on the Grievance Form, attached hereto as Exhibit E, to the Transportation Director or delegate within (10) working days of the date of the grievance or the employee's knowledge of its occurrence. The Transportation Director or Assistant Director shall hold an informal hearing with a union representative and the employee in an attempt to adjust the matter and shall respond to the steward within ten (10) working days of the informal hearing.

If the grievance is not settled it shall be submitted to the Union Grievance Committee for review as soon as possible but no longer than two (2) working days after denial is received.

Step II.

If the grievance has not been settled, it shall be presented in writing on the Grievance Form, attached hereto as Exhibit E and made a part hereof, by the employee and by the Union steward or the Union Grievance Committee to the superintendent or delegate within five (5) working days after the supervisor's response is due. The superintendent or delegate shall respond to the Union steward or the Grievance Committee in writing within five (5) working days.

Step III.

If the grievance has not been settled, a copy of the entire record shall be presented to the Employer's clerk within seven (7) working days after the response of the Superintendent or delegate is due. Within ten (10) working days thereafter, the Employer shall conduct a closed hearing, at which time the Employee may appear in person, by an attorney, and by with a representative of the Union, and present evidence. The Employee's supervisor and the superintendent or delegate may also appear and present evidence. The Employer shall make a decision on the matter with-in ten (10) working days following the hearing. Time limits set forth in this Article may be changed by mutual Agreement.

Step IV. Arbitration Step

Within twenty (20) working days after the Employer's decision in Step Three (III) is due, or no answer is given within the time specified, a Step Four IV (Arbitration) grievance may be filed by the Union only for any difference, complaint or dispute between the Employer and the Union or any Employee regarding the application, meaning, or interpretation of this Agreement. Such notice shall be in writing.

Section 2. Arbitrator Selection

If, in accordance with the above procedure, the grievance is appealed to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator; if the parties are unable to agree on an arbitrator within five (5) working days after notice is given on Step Four (IV) either party may request the American Arbitration Association to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

The Employer and the Union will send a joint letter of notification to the arbitrator requesting that a time and place be set for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

Section 3. Arbitrator Parameters

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not Employees of the Employer.

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend, amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make a decision that is contrary to the provisions of this Agreement. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement as to the facts of the grievance presented.

The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision of the arbitrator shall be final and binding on both parties.

Section 4. Arbitrator Expenses and Fees

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

Section 5. Permanent Arbitrator

Nothing in this Article shall preclude the parties from appointment of a permanent arbitrator during the term of this Agreement or to pursue the expedited arbitration procedures of the American Arbitration Association.

Section 6 Verbatim Record

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of its copy.

Section 7. Requests for Documents

The Union may request the production of specific documents, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such requests shall not be unreasonably denied, and if granted, shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

Section 8 Time Limits

Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The time limits at any step or for any hearing may be extended by mutual Agreement of the parties involved at that particular step. The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall automatically advance the grievance to the next step.

Section 9. Advanced Grievance Step Filing

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

ARTICLE XIII

Strikes and Lockouts

Section 1. Lockouts

The Employer shall institute no lockout of Employees during the term of this Agreement.

Section 2. Strikes

No strike of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall an Employee be required to act as a strikebreaker or to go through picket lines. Buses will be driven even if a strike exists so as to deliver pupils to and from school in order to maintain regular school schedules, at pickup and drop off points as designated by the Superintendent or designee.

ARTICLE XIV

General Provisions

Section 1. Pledge against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all Employees without discrimination as to age, sex, marital status, sexual orientation, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. All references to Employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female Employees. The Employer agrees not to interfere with the rights of the Employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or Employer representative against any Employee because of Union membership or because of any Employee activity in an official capacity on behalf of the Union; or for any other cause related thereto. The Union agrees not to interfere with the rights of Employees to join or not join the Union, and there shall be no discrimination, interference, restraint or coercion by the Union, its representatives or its members against any Non-Union Employee.

The Union recognizes its responsibility as bargaining agent and agrees to represent all Employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 2. Employer Neutrality

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

As required by 115 ILCS 5/14(a)(10)(c-5)

Section 3. Union Bulletin Board

The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place in the drivers' room to be used by the Union. The items posted will not be defamatory in nature.

Section 4. Union Activities on Employer's Time and Premises

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Union representative shall be allowed to: post Union notices, distribute Union literature, solicit Union membership, transmit communication, authorized by the local Union or its officers, to the employer or his representative, consult with the Employer, his representative, local Union officers, or other Union representatives concerning the enforcement of any provision of this Agreement, provided that the above privileges specified shall be reasonably applied, shall not interfere with the work schedules promulgated by the Employer, and that the use of such privileges shall be coordinated with the Employer.

Section 5. Visits by Union Representatives

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether local Union representative, district council representative, or international representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business, provided that the visits specified herein should be reasonable, shall not interfere with the work schedules promulgated by the Employer, and that such visits shall be coordinated with the Employer.

Section 6. Work Rules

The Employer agrees to notify the Union President a minimum of five (5) working days prior to beginning discussion concerning changes in existing work rules or the establishment of new work rules with the Union prior to their implementation.

Further, when existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive workdays before becoming effective.

The Employer further agrees to furnish each Employee with a copy of all existing work rules thirty (30) days after they become effective. The Union will be provided with a sufficient number of contracts for new Employees.

The Employer and Employee shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement. The rules shall be uniformly applied and enforced. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

Section 7. Safety Committee and Accident Review Board

The Union reserves the right to re-establish the Safety Committee on an as-needed basis to continually review the operational conditions so that added precautions are taken to provide safety for the students and the employees in the event ongoing and serious safety issues arise. The Committee may meet monthly while school is in session.

The Safety Committee will be composed of six members, three representing the Union and three representing the Employer. The members shall be appointed yearly and paid at the appropriate rate while the Committee is in session.

The Committee Chair-person responsibilities shall alternate yearly between the Union and the Employer. Minutes will be recorded of every meeting with both parties agreeing to accuracy and content prior to the minutes being forwarded to the Board of Education.

The Union shall appoint a Safety Committee representative to the Accident Review Board. All relevant documents, including but not limited to witness statements, video, photographs, and police and accident reports should be made available to the Union representative and other representatives on the Accident Review Board, so the Board may make decisions based upon a full accounting of an incident. Drivers may appear before the Board as necessary for clarification only to assist the Board in making a decision. Drivers may also appear based on a finding of a preventable accident that may lead to discipline.

Section 8. Health and Safety Committee

The Employer shall provide a safe and healthful work environment for all employees. The Employer and Union agrees to comply with all state and federal laws. Where there is a serious threat to the health and safety of an employee or employees; the employer shall attempt to correct or address it within a reasonable period of time.

The Employer and Union shall establish a joint labor/management Health and Safety Committee within 60 days of the ratification of this agreement. The Health and Safety Committee shall meet monthly or on an as needed basis to assure issues are addressed. This is intended to ensure a good relationship between labor and management.

Meetings shall only be scheduled during the months of September through May. In order to promote productive result driven meetings an agenda shall be provided to management one week in advance of the scheduled meeting date.

The Health and Safety Committee will be composed of up to six (6) members, up to three (3) representing the Union and up to three (3) representing the Employer. Union representation shall include at least one (1) representative from each location and appointments to this committee will be on an annual basis.

Section 9. Physical Examination

An Employee required to take a physical examination may choose the physician and will be reimbursed up to the fee charged by the District's physician upon the submission of the paid bill. Employees who submit to a physical with the District's physician will be reimbursed for all time spent at the office. Physicals will be scheduled outside of the employee's regular workday or, if for some reason the exam extends beyond the workday, the employee will be compensated at their regular rate or their overtime rate (whichever is applicable) for the time spent taking the physical.

Employees shall be subjected to an annual physical examination including drug and alcohol testing, under school district, state and federal rules.

As per the U.S. Department of Transportation Federal Motor Carrier Safety Administration rule (49 CFR Parts 350, 383, 391), following the establishment of the National Registry and transition period, employees required to take a physical examination may use only those medical examiners on the registry.

As per the U.S. Department of Transportation Federal Motor Carrier Safety Administration rule (49 CFR Parts 350,383,390, and 391), following the establishment of the National Registry and transition period, employees required to take a physical examination may use only those medical examiners on the Registry.

Section 10. I.M.R.F.

The Employer and the Employee shall be participants in the Illinois Municipal Retirement Fund as per State Statues.

Section 11. Workers' Compensation

The Employer and the Employee shall be participants in Workers' Compensation according to law.

Section 12. Jury Duty

In accordance with Board policy, an employee will be paid their regular salary for the period of any absences for which they are serving jury duty less the amount received for said jury duty. Said absences will not be deducted from the Employee's accumulated sick/personal days. Anytime the employee is excused from jury duty, they must report to work. Mileage expenses are not reimbursed by the District and are to be kept by the employee.

Section 13. Compliance with Law

Both parties agree to comply faithfully with case and statute laws of the State of Illinois, the Illinois Department of Transportation Handbook and any other applicable law including Protection from Suit – 105 ILCS 5/10-20.20.

Section 14. Contract or Subcontract

Every effort will be made by the district to meet the transportation needs of the district without contracting out or subcontracting out work of the district as required by Illinois School Code 105 ILCS 5/10-22.34c.

If the need arises to contract out or subcontract out work the Union will be informed of the decision. The decision may be the subject of a grievance initiated at the third step of the grievance procedure.

Section 15. Notification

The President of the Union shall notify the School District of any changes in committees and the School District shall notify the Union of any changes in committees.

Section 16. Medical Insurance

The District shall provide health, dental and vision insurance to bargaining unit employees after ninety (90) calendar days, in accordance with the rules of the Affordable Care Act (ACA) as of January 1, 2014.

All employees covered under this contract and hired by the District shall be entitled to receive group health, dental and vision coverage only upon an annual premium of 20% of the established cost of the district plan. Premiums are adjusted annually in January. In order to be eligible for this insurance, the Employee must select and maintain work duties that total twenty-five (25) hours or more per week during the school year.

Premiums will be paid to the district by 18 payroll deductions between August and June of a given school year. Employees who become eligible and elect coverage after the first day of the new school year will have premiums adjusted to reflect the time period of coverage as of the effective date. Employees who work during the summer will not pay premiums. Employees who do not work during the summer will not be disqualified from coverage. The District will provide for one (1) coverage per family in the event that more than one family member works in the District.

Effective January 1, 2025, all AFSCME Local 3057 Council 31 members will be subject to a working spouse eligibility provision within their Health/Vision Plan. If your spouse is eligible for health insurance through his/her employer, that spouse will be ineligible for the Valley View's Health/Vision Plan. All employees affected by the ineligibility, on January 1, 2025, will receive a \$2,500 one-time payout on the February 28, 2025, payroll. No other payouts will be made after this date.

Section 17. New Equipment Assignment

Considering the just needs of the Employer, management will assign buses to the route package. Adjustments to vehicle assignments may change during the school year as management deems necessary.

Section 18. Labor Management Meetings

These meetings are to be established for the purpose of exchanging information (with the exception of grievance issues and Board policy, unless the parties agree to discuss), ideas and helping to create harmony on the job and to solve problems that may arise during the life of the Agreement. Participation in these meetings will include members to the Union Executive Board and the Transportation Director.

Section 19. Use of Office Machines

The Union shall have reasonable access to all machines in the Transportation Office.

Section 20. Identification Cards

Each employee shall be furnished with an identification card provided by the district.

Section 21. Employee Orientation

(A) New Employee Orientation

New employee orientation shall be conducted by the Union representative - one (1) hour of paid time within the first two (2) weeks of employment without loss of pay for employees (including employees representing the Union).

As required by 115 ILCS 5/3(c)(1)(C), as amended.

(B) Annual Employee Orientation

The union shall have one (1) hour to conduct employee orientation with drivers and monitors. This orientation will be completed in a 30-minute segment as part of 2 regularly scheduled safety/informational meetings. Orientations shall be held at a mutually agreeable time. The union official and the employees will be compensated at their respective regular hourly rate.

Section 22. Flu Shots

The Employer will provide flu shots to all Employees. These shots will be administered during the school year, the times, dates and places deemed advisable by the physicians, administration and the Union. Participation by the employees in this program shall be optional.

Section 23. Student Discipline

The Employer shall set rules of conduct for pupils riding the bus. Each driver will be provided with a current copy. The Employer and Employee will work together in the identification and remediation of the discipline problems. It shall be the Employer's responsibility to provide the Employee convenient access to as much pertinent data as possible to assist in the identification of individual students. Such data shall include, but not be limited to, student names, pick-up times and location, route schedules and school yearbooks.

Section 24. Reporting Vandalism

The drivers will be on the alert for all incidents of vandalism, especially to seats. The drivers are required to inspect for vandalism after each and every route and to provide a written report of each incident on Exhibit F which is attached hereto and made a part hereof.

Section 25. Vehicle Responsibility

Employees will not knowingly abuse, at any time, the vehicle entrusted to them, but, to the contrary, shall guard that vehicle and take every precaution to insure its safe, efficient, and proper operation.

Section 26. Cleaning Supplies

The drivers will be provided with all necessary supplies for the cleaning of the buses.

Section 27. Life Insurance

All employees who select a package of work twenty-five (25) hours or more or are assigned work duties of twenty-five hours or more during the school year, will receive \$20,000.00 District paid life policy. In order to be eligible for this insurance, the employee must maintain work duties that total twenty-five (25) hours or more per week.

Employees will not be excluded if their summer work hours are below 25 hours.

Section 28. Accident Damage Cost Review

Every two years the Transportation Director shall perform a review in conjunction with the union Accident Review Committee (LU President and two designees).

Section 29. Timely Reimbursement

Reimbursable expenses (i.e., driver's license, tolls, miscellaneous parking fees, etc.) shall be paid no later than forty-eight (48) hours from the time such expenses are reported by the employee. The exception to this is the fee for license and permit fees for a newly hired non cdl driver which shall be reimbursed at the completion of the probationary period. In order to be reimbursed the employee shall turn in a paid invoice or receipt from the vendor.

Section 30. Employee Privacy

Except where required by law, the Employer shall not disclose to any third party the home address, personal email, or telephone number of any bargaining unit employees. Disclosures required to process benefits or to third parties who provide services to the District shall be exempt from this provision.

Section 31. Employee Information

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

As required by 115 ILCS 5/3(c)(2), as amended.

Termination Provision

This agreement shall be effective July 1, 2024, and shall remain in full force and effect until June 30, 2027.

This agreement shall be automatically renewed for each one (1) year period thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the ending of each one (1) year period that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the ending of such one (1) year period.

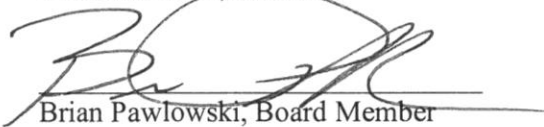
This Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party on the manner set forth above.

IN WITNESS WHEREOF, the parties hereto have set their hands this nineteenth day of August 2024.

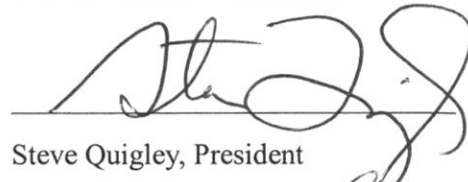
For the Union:



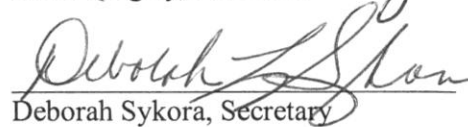
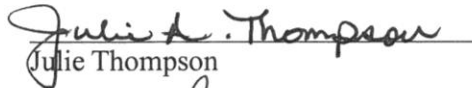
Carman Brown, President


Brian Pawlowski, Board Member

For the Board of Education:



Steve Quigley, President


Deborah Sykora, Secretary
Julie Thompson
Deb Seals
Neal Jameson
AFSCME Staff Representative

Appendix A – Wages

Monitors

	Increase	Hourly Rate
Year 1	\$0.65	\$19.34
Year 2	\$0.60	\$19.94
Year 3	\$0.60	\$20.54

Drivers – Employed prior to July 1, 2012

	Increase	Hourly Rate
Year 1	\$1.00	\$27.65
Year 2	\$1.25	\$28.90
Year 3	\$1.50	\$30.40

Drivers – Employed on or after July 1, 2012

	Increase	Hourly Rate
Year 1	\$1.50	\$24.01
Year 2	\$1.50	\$25.51
Year 3	\$2.00	\$27.51

Probationary Period

All new employees are required to serve a probationary period of 90 working days. New employees will accumulate, but are not allowed to use, earned sick days until after 30 working days of their probationary period has been served. Probationary rate of pay is the same as the post probationary rate.

Certification

All current employees will be reimbursed upon successful review of their school bus CDL certification for the cost of Illinois CDL School Bus License and Permit.

Longevity Increases**Longevity increases are paid in the following amounts:**

After two (2) years	.30 per hour
After five (5) years	.35 per hour
After seven (7) years	.35 per hour
After ten (10) years	.35 per hour
After twelve (12) years	.35 per hour
After fourteen (14) years	.35 per hour
After sixteen (16) years	.35 per hour
After eighteen (18) years	.35 per hour
After twenty (20) years	.35 per hour
After twenty-two (22) years	.40 per hour

And every two years thereafter .40 per hour increase.

Anniversary Pay – Extra Day's Pay

After completing one year of driving with the district each Employee shall receive one extra day's pay in the paycheck immediately following the first anniversary of their employment and all subsequent anniversaries.

After three **(3)** years, the employee will receive two **(2)** extra days pay following their third **(3rd)** anniversary and subsequent anniversaries.

After five **(5)** years, the employee will receive three **(3)** extra days pay following their fifth **(5th)** anniversary and subsequent anniversaries.

After ten **(10)** years, the employee will receive four **(4)** extra days pay following their tenth **(10th)** anniversary and subsequent anniversaries.

After fifteen **(15)** years, the employee will receive five **(5)** extra days pay following their fifteenth **(15th)** anniversary and subsequent anniversaries.

After twenty **(20)** years, the employee will receive six **(6)** extra days pay following their twentieth **(20th)** anniversary and subsequent anniversaries.

One anniversary day is the equivalent to the contractual minimum daily guarantee at the employee's regular hourly rate of pay.

Holiday Pay

Beginning July 1, 2024, all employees will receive eleven (11) paid holidays. The following holidays comprise the ten: Labor Day, Wednesday before Thanksgiving, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, and Presidents Day, and Casmir Pulaski Day. In order for the employee to be eligible for holiday pay they must work their entire schedule the business day before and after the holiday. The only exceptions to the holiday pay eligibility requirements are verified bereavement, jury duty, or court date. If an employee is scheduled to work any of these listed paid holidays the work will be completed at the regular straight time rate for that work and an alternate day off will be provided at a mutually acceptable preplanned date. Eligibility rules for holiday pay and personal days will apply.

Employee Recognition

Attendance awards will be given to employees who meet the following criteria:

- \$200.00 Perfect attendance bonus per month August thru May

Retirement Incentive

The Early Retirement Incentive set forth below will be offered to bus drivers and monitors every year during the length of the contract. Requests to take advantage of the retirement incentive must be submitted, in writing, to the Human Resources Division and the Director of Transportation prior to the first School Board meeting in January prior to the 3rd, 2nd, or 1st year of retirement. To qualify for this retirement incentive, the employee must:

1. For Tier 1, must have reached age 55 prior to retirement
2. For Tier 2, must have reached age 62 prior to retirement
3. Have a minimum 10 (ten) years of full-time service with Valley View School District
4. Must have at least 10 years of service with IMRF

Those employees who qualify and give to the Board an irrevocable written notice of retirement by the end of the school year as described above shall be paid a severance payment of \$1500.00 for each year of written advance notice of retirement given to the Board up to a maximum of three (3) years or \$4500.00.

This compensation shall be paid as a post-retirement severance payment within thirty (30) days after the employee's last day of IMRF creditable service or the employee's receipt of his/her last regular paycheck, whichever occurs later. The employee shall have no actual or constructive right to the receipt of this payment until such time.

In addition to the benefit listed above, the Board will pay the cost of the health and dental insurance premium for coverage under the Districts major medical/dental carrier for five (5) years up to \$2,000 annually. If the cost rises above an annual premium of \$2,000, the employee will be required to pay the difference to the District. At the end of the five (5) years, employee may pick up the cost of the insurance at the IMRF Retiree Health Coverage premium at that time. Should the employee elect to drop insurance coverage, either upon entering the retirement plan or at some later date, coverage may not thereafter be reinstated. To qualify for this insurance premium assistance the employee must have worked as a full-time employee for VVSD a minimum of 15 (fifteen) years.

Job Related Requirements

Employees will be reimbursed for job related requirements including educational courses (equivalent to current cost of district-scheduled courses) related to school bus transportation.

Drivers will receive three (3) hours pay for court attendance for stop arm violations.

Employees shall be paid actual time for attendance to job related courses, such as, first aid, defensive driving, safety meetings, etc.

Employee's failure to pass all required training and tests by the District and State will disqualify applicant trainee from employment.

SCHOOL BUS DRIVER'S PRETRIP INSPECTION FORM

PLEASE CHECK "S" FOR SATISFACTORY OR "U" FOR UNSATISFACTORY. CHECK (✓) EACH COMPONENT CAREFULLY AND INDIVIDUALLY.

- ☐ ☐ Right Front Wheel and Tire
- ☐ ☐ Right Side Marker and Turn Signal Lights
- ☐ ☐ Right Side Reflectors
- ☐ ☐ Right Side Rear View and Safety Mirrors
- ☐ ☐ Crossing Control Arm (if applicable)
- ☐ ☐ Headlights (high/low beams)
- ☐ ☐ Front Turn Signal Lights
- ☐ ☐ Front Clearance Lights
- ☐ ☐ Front Identification/Cluster Lights
- ☐ ☐ Front Eight Light Flashing System
- ☐ ☐ Front Reflectors
- ☐ ☐ Windshield
- ☐ ☐ Underside of Chassis
- ☐ ☐ Crossover Mirror(s)
- ☐ ☐ Left Side Rear View and Safety Mirrors
- ☐ ☐ Left Front Wheel and Tire
- ☐ ☐ Driver's Side Window
- ☐ ☐ Stop Arm Panel
- ☐ ☐ Left Side Marker and Turn Signal Lights
- ☐ ☐ Left Side Reflectors
- ☐ ☐ Side Emergency Door (open & close) (if applicable)
- ☐ ☐ Left Rear Wheel(s) and Tire(s)
- ☐ ☐ Exhaust System (tail pipe clear?)
- ☐ ☐ Rear Tail/Brake Lights
- ☐ ☐ Rear Turn Signal Lights
- ☐ ☐ Rear Clearance Lights
- ☐ ☐ Rear Identification/Cluster Lights
- ☐ ☐ Rear Eight Light Flashing System
- ☐ ☐ Rear Reflectors
- ☐ ☐ Strobe Light (if applicable)
- ☐ ☐ Rear Emergency Door (open & close) (if applicable)
- ☐ ☐ Right Rear Wheel(s) and Tire(s)
- ☐ ☐ Fuel Tank Filler Caps
- ☐ ☐ Emergency Exit Reflective Tape (if applicable)

<input type="checkbox"/>	<input type="checkbox"/>	Warning Devices
<input type="checkbox"/>	<input type="checkbox"/>	Fuses
<input type="checkbox"/>	<input type="checkbox"/>	First Aid Kit
<input type="checkbox"/>	<input type="checkbox"/>	Fire Extinguisher
<input type="checkbox"/>	<input type="checkbox"/>	Lettering

Record odometer reading and confirm that the reading is not greater than the miles recorded on the back of the Certificate of Safety. (If odometer reading is greater, the Certificate of Safety has expired.)

<input type="checkbox"/>	<input type="checkbox"/>	Controls and Indicators
<input type="checkbox"/>	<input type="checkbox"/>	Ammeter (voltmeter)
<input type="checkbox"/>	<input type="checkbox"/>	Gear Shift Lever
<input type="checkbox"/>	<input type="checkbox"/>	Neutral Safety Switch
<input type="checkbox"/>	<input type="checkbox"/>	Water Temperature Gauge
<input type="checkbox"/>	<input type="checkbox"/>	Fuel Gauge
<input type="checkbox"/>	<input type="checkbox"/>	Vacuum or Air Pressure Gauge
<input type="checkbox"/>	<input type="checkbox"/>	Odometer
<input type="checkbox"/>	<input type="checkbox"/>	Switches
<input type="checkbox"/>	<input type="checkbox"/>	Driver's Seat Belt

Service and Emergency Brake Operation

Date Repairs/Adjustments Completed
TS 2332 (Rev. 8/99)

EXHIBIT C
VEHICLE INSPECTION

Date: _____ Bus: # _____

To completed daily:

- _____ Check bus thoroughly after each route for students and items left on bus.
- _____ Driving windows, doors and mirrors to be kept clean inside and out.
- _____ Driver compartment area cleaned
- _____ Garbage emptied
- _____ First Aid kits properly supplied
- _____ Floor is to be swept
- _____ Surface of seats clean of any debris
- _____ All seat repairs/ mechanical repairs written up
- _____ Flare Box is clean of debris

Items: To be cleaned before the last working day of the month

- _____ All of the inside windows are cleaned
- _____ Glove Box is clean and empty except for Voban and inspection book
- _____ Floor is to be washed
- _____ All Seats/Car Seats/ Special Education Equipment cleaned
- _____ Sidewalls and side rail ledge cleaned.

Driver's Signature _____

Monitor's Signature _____

EXHIBIT D

VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT 365U

PERSONAL LEAVE REQUEST FORM

Personal Leave as used in this section may be taken for one of the following reasons:

- A. Doctor or dentist appointment that cannot be scheduled at any other time.
- B. Closing a home mortgage.
- C. Attorney appointments, tax audits, court hearings that cannot be set except during working hours.
- D. Funerals other than for family (which are covered under Bereavement Leave.).
- E. An emergency or business over which the employee has no control and requires his/her immediate attention.

PLEASE CIRCLE THE APPLICABLE REASON FOR THIS PERSONAL LEAVE.

I request personal leave of _____ day(s) on _____
Number Month Day Year

If you are requesting **1/2-day** personal leave, please indicate _____ or _____
AM PM

Employee requesting leave _____
NAME (Please print)

SIGNATURE

SCHOOL SUBJECT OR GRADE

Date of Request: _____

Administrator/Director Signature

Date

Payroll Supervisor Signature

Date

Request Number _____

PAID _____ **UNPAID** _____

COPY: Employee
Administrator/Director
Personnel/Payroll Dept.

EXHIBIT E

The American Federation of State _____ AFSCME LOCAL _____
County and Municipal Employees _____ STEP _____

Affiliated with AFL-CIO.

OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

**I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the
disposition of this grievance**

Date _____ Signature of Employee _____

Signature of Union Representative _____

Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance:

**THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE
TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING
THE CASE.**

ORIGINAL TO: _____

COPY: _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVA.

SCHEDULE F

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