

Memorandum of Understanding
between
AFSCME Council 31 for and on Behalf Local 3716
and
Board of Education of Peoria District #150

This Memorandum sets forth the parties agreement concerning the Board of Education's decision to augment its transportation services and the need to address the shortage of bus drivers.

1) It is the intention of the Board to have AFSCME bargaining unit employees drive busses rather than to contract out for those services. The current use of a third party provider is intended to be only temporary until such time as a sufficient number of bargaining unit drivers can be hired so as to render a third party provider unnecessary.

2) The Board agrees to continue to make a good faith effort to hire a sufficient number of drivers and will report on progress made to the Union every 45 days, or some other time period mutually agreed to, and the Union agrees to assist in recruitment. The Union agrees that the Board may augment but not replace its bus drivers through the use of a third party provider for 90 days.

3) The Union agrees to withdraw its Unfair Labor Practice charge.

4) In order to recruit, employ and retain bus drivers, the parties agree that during the 90 day period:

a) The Board will pay a bonus to bargaining unit members for the successful recruitment of a new bus driver who stays for 3 months (a \$100 bonus) and 6 months (an additional \$50 bonus).

b) The Board will provide an option of an alternate medical facility to conduct the required annual recertification medical exam, and the Board shall select such facility and pay for the exam. The employee may choose either IWIRCS or the alternate facility, and if the employee fails the exam at one facility he/she may have the exam at the other facility (but not a third facility) at his/her own expense. The Board will accept certification from either facility. Bus drivers who are unable to pass the medical exam within the 30 day period of notification of their failure to pass the initial exam will have their pay reduced to monitors pay in accordance with current policy. The parties will continue to discuss and/or bargain over the issue of drivers who were not medically certified returning to work as drivers.

c) The Board may attempt to recruit and hire drivers for either A.M. routes or P.M. routes in addition to full routes.

5) Until a successor collective bargaining agreement is agreed to (which, under law, would prohibit contracting out) or impasse is reached, the Board agrees not to replace bus drivers by contracting out bus services, provided the Board may, if the bus driver shortage continues, augment its transportation services beyond the 90 day period in which case the provisions of this agreement shall continue, which however shall not relieve the parties of their obligation to bargain over any additional impact.

6) Nothing agreed to herein shall bind the parties with respect to negotiations for a successor agreement.

For AFSCME Council 31/Local 3716

For Board of Education District 150

 date 10/7/11

 date 10-11-11