

2006-2011
Collective Bargaining
Agreement

Between

American Federation of State, County
and Municipal Employees, AFL-CIO on
Behalf of Local 3716 Peoria District
#150 Transportation Department
Employees

And

Board of Education
of Peoria
District #150

July 1, 2006 – June 30, 2011

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PREAMBLE

This Agreement entered into by the Board of Education of the City of Peoria School District No. 150, Peoria, Illinois, hereinafter referred to as the "Board", and the American Federation of State, County and Municipal Employees, Council 31 for and on behalf of Local 3716, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 **RECOGNITION AND PURPOSE**

1.1 **Recognition**

The Board 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 regular long-term bus drivers, monitors, lunch bus drivers, and lunch bus driver helpers. The lunch bus helper position is being combined with the monitor's position. There are currently seven lunch bus helpers who will continue with that job title although they are being paid on the same salary schedule as monitors. The seven lunch bus helpers shall have preference over monitors in bidding lunch bus routes.

1.2 **Purpose**

The Union pledges the support and efforts of its membership toward the fundamental purpose of operating the Board's operations in a safe, fair and dependable manner. The Board will operate the Transportation Department in a safe, fair, dependable manner.

1.3 **Union Exclusively**

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

1.4 **New Classifications**

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

1.5 **Integrity of the Unit**

The Board recognizes the integrity of the bargaining unit and will not take any action directed at eroding it. No AFSCME represented position shall be eliminated, hours reduced, or otherwise reduced in pay as a result of any welfare to work initiatives. Duties normally performed by AFSCME represented employees shall not be assigned to welfare recipients or welfare to work participants or any public, private, charitable or other organization using the services of welfare recipients and/or welfare to work participants, nor shall AFSCME represented employees in any way be displaced or replaced by such individuals.

The parties recognize that the purpose of welfare to work programs is to enable participants to successfully enter the work force and that the use of welfare to work participants shall be in accordance with the collective bargaining agreement.

ARTICLE 2
WAGES

2.1 **General**

The wages for bargaining unit employees are set out in Appendix A to this agreement.

2.2 **Same Pay for Same Work**

Employees who are assigned "extra work" or as "substitutes" shall be paid the higher of their hourly rate or the entry-level rate for the work performed.

ARTICLE 3
NON-DISCRIMINATION

Neither the Board nor the Union shall discriminate, interfere, restrain or coerce any employee because of union membership or union activity or because of a lack thereof. Neither of the parties hereto shall discriminate against any employee on account of race, color, religion, national origin, sex, age, marital or parental status, physical and/or mental handicap, political affiliation or belief.

ARTICLE 4
UNION SECURITY

4.1 **Dues Deduction**

The dues, P.E.O.P.L.E. and the Union/employee funded dental plan contributions of union members shall be deducted by the Payroll Department in accordance with the following stipulation. Payroll deductions shall be available to members of the union providing the union member shall give written consent for such deduction to the Payroll Department at least 21 days prior to the date of the first annual scheduled payroll deduction. Written consent for dues deductions at a time subsequent to the first annual scheduled payroll deduction shall be at least 10 days prior to the date of any subsequent deduction date.

4.2 **Number of Deductions**

The dues shall be deducted in an equal amount beginning with the first payroll check in September and ending with the twentieth payroll check thereafter.

4.3 **Responsibility**

The Union shall be responsible that the dollar amount to be deducted for each applicant is the accurate figure reported for its organization. The Union agrees to indemnify the Board of Education from claims arising from the use of funds for political action.

4.4 **Voluntary Membership**

A member of the bargaining unit shall be entirely free to join or to abstain from joining the Union and to have complete freedom to participate or not participate in the payroll deduction plan.

4.5 **Continuing Authorization**

A union member's written consent for the deduction of dues shall remain in effect until sooner cancelled by the participating union member. The payroll department shall be informed by the Union by August 15, of the amount to be deducted except for the first year.

4.6 **Payment**

Payment shall be made to the Union following each pay period in which deduction is in effect. Council 31 and Local 3716 shall receive a monthly report of dues, P.E.O.P.L.E. and the Union/employee funded dental plan contributions for its membership, including the member's Social Security Numbers.

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 **Definitions and Rules**

- A. Definition: A grievance is any difference arising between District #150 and the Union or any member of the bargaining unit with respect to the interpretation or application of this Agreement.
- B. All time limits herein shall consist of work days.
- C. All grievance time limits shall be followed except by written mutual agreement between parties involved. Illness or other incapacity of the member shall be grounds for extension of the grievance time limits.
- D. The failure of the aggrieved person to act within the prescribed time limits will act as a bar to any further appeal. If no decision has been rendered within the time indicated within a step, then the grievance shall be processed to the next step.
- E. Every member of the bargaining unit covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual member of the bargaining unit, should he/she so elect, from presenting a grievance and having it adjusted without representation of the Union, although the Union shall have the right to be present to observe at all steps of the grievance

procedure, and provided any such adjustment is consistent with the terms in this Agreement. The Union shall reserve all rights and control of the movement of a grievance from Step #3 to Step #4 of the Grievance Procedure.

5.2 **Procedure**

Step #1

Within ten (10) work days of his/her knowledge of the occurrence of the alleged violation of this Agreement, the grievant and the union shall reduce the grievance to writing and present it to his/her immediate Supervisor. The Union shall be notified and given copies of all grievances which are filed by individual members prior to any discussion thereon. The Supervisor shall respond in writing by the end of the tenth work day following the day the written grievance is presented.

Step #2

If there is not a satisfactory resolution of the grievance at Step #1 or if the immediate Supervisor fails to respond within the specified time, the grievance shall be presented to the Director of the Transportation Department. Such written grievance shall be submitted within ten (10) work days of the Director's reply at Step #1 or, in the absence of such reply, within ten (10) work days of the date the reply was due.

The written grievance shall state the nature of the grievance, shall note the specific clause(s) of the Agreement allegedly violated and shall state the remedy requested.

Step #3

If there is not a satisfactory resolution of the grievance at Step #2 or if the Director of the Transportation Department fails to respond within the specified time, the grievance shall be presented to the Director of Human Resources or designee. Such written grievance shall be submitted within ten (10) work days of the Director of Transportation Department's reply at Step #2 or, in the absence of such reply, within ten (10) work days of the date the reply was due.

Within ten (10) work days after such written grievance is filed, the aggrieved, the representative of the aggrieved as desired, the Director of the Transportation Department and the Director of Human Resources or designee shall meet to resolve the grievance. The Director of Human Resources or designee shall make a decision within ten (10) work days of the third step grievance meeting and communicate the decision and the

reason for it in writing to both the employee and the union.

Step #4

Binding Arbitration: In the event that the grievance has not been satisfactorily resolved at Step #3 of the Grievance Procedure, upon request of the Union, the Director of Human Resources or designee and the Union shall select the arbitrator from the Labor Mediation Roster maintained by the Illinois Educational Labor Relations Board. A panel of five (5) arbitrators shall be submitted to both the Union and the Administration. If the Director of Human Resources or designee and the Union are unable to agree upon one of the panel members to resolve the grievance, an arbitrator shall be chosen by each party alternately striking one name from the list until one name remains. The remaining name shall be the name of the arbitrator. The Union shall strike the first name, the Director of Human Resources or designee shall strike the second name, etc. The proceedings before the arbitrator shall be closed to the public.

The arbitrator shall have authority only to interpret and apply the provisions of this Agreement and only to the extent necessary to decide the submitted grievance and shall not have authority to add to, detract from, or in any way alter the provisions of this Agreement in accordance with the Arbitration Rules and Procedures of the Illinois Uniform Arbitration Act (710 ILCS 5/1, *et seq.*) The decision of the arbitrator shall be binding on the parties.

Expenses for the Arbitrator's services shall be borne equally by the Board and the Union.

Administration participation in the earlier levels of the grievance procedure shall not constitute a waiver of the defense that the dispute involves management prerogatives outside the scope of the Bargaining Agreement and therefore not subject to binding arbitration.

5.3 **No Reprisals Clause**

A member of the Union who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.

5.4 **Hearings and Conferences**

A. Hearings, conferences, and binding arbitration under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons involved to attend, including witnesses entitled to be present, and will be held, insofar as possible, after regular working

hours or during non-working time of personnel involved. When such hearings and conferences are held (at the option of the Board) during school hours, all of the Union members whose presence is required shall be excused, with pay, for that purpose.

- B. It is agreed that any investigation or other handling or processing of any grievance by the grievance member of the Union or union representative shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the members of the Union.

5.5 **Aggrieved Person Representation**

The Board acknowledges the right of a grievant's representative to participate in the processing of a formal grievance at any level once the grievance is reduced to writing. No member of the Union shall be required to discuss any grievance if he/she desires the presence of a representative and the representative is not present.

5.6 **The First Step**

The first step may be waived by agreement of the grievant and/or the Union and Director of Transportation.

5.7 **Administration Cooperation**

The Administration shall cooperate with the aggrieved person and his/her representative in any investigation of any formal grievance.

5.8 **Filing of Materials**

All documents, communication and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

5.9 **Grievance Withdrawal**

A grievance may be withdrawn at any level without establishing precedent.

5.10 **Individual Negotiations**

The Board will in no event negotiate individually with any employee, nor shall there be any bargaining agreement made other than this Agreement, unless same be made through duly authorized representatives of the Union.

ARTICLE 6
UNION RIGHTS

6.1 **Union Bulletin Boards**

The Board shall provide a bulletin board for exclusive use by the Union.

The Union shall present the Director of Transportation with a copy of all materials to be placed on the bulletin board.

6.2 **Agreement**

The Employer will be responsible for the printing of sufficient copies (not less than 200 copies) of the Agreement, which copies shall be furnished to the Union for distribution to its membership.

6.3 **Meetings**

The Union shall be allowed to meet with members of the bargaining unit and distribute union literature prior to regular work hours, after regular work hours or at lunch time at the waiting room facility.

6.4 **Access to Work Site**

At mutually agreed times and dates, the local representative and AFSCME staff shall have reasonable access to the Board's premises for the purpose of the administration of this Agreement.

6.5 **Work Rules**

The Board reserves the right to establish reasonable work rules. Changes in work rules shall not become effective until the third day after posting, unless a later effective date is stated in the posting. The Union will be provided with a copy of new or revised work rules prior to posting. The Union reserves the right to grieve changes in the work rules that it determines to be unreasonable.

6.6 **Records**

Payroll records showing hours of work will be provided to the Union on a bi-weekly basis.

ARTICLE 7
SENIORITY/PROMOTIONS/TRANSFERS/LAYOFFS

7.1 **Seniority**

Seniority with the District shall begin on the first day of work with the District. Job seniority as a bus driver, bus monitor or lunch bus helper shall begin on the first day of work in that job category; provided, however, District seniority will apply in determining placement on the Salary Schedule in the event that an employee voluntarily accepts a lower paying job. The District agrees to furnish a current list of bargaining unit employees along with their job classification and seniority date on a monthly basis.

7.2 **Continuous Service**

Continuous service for the purpose of District seniority shall begin with the first date of work with the District without a break in service. If two or more employees in the same job category are hired to begin work on the same day, their seniority, as to each other, will be determined by a random lottery system of the Union's choosing. (Cards) For purposes of this section only, a bus driver is deemed to be hired on the day the applicant is issued his/her CDL and is lawfully able to perform the duties of a bus driver. Seniority as defined in this section shall prevail at all times as it relates to this Agreement.

7.3 **Lay-offs --Reemployment**

Seniority is the only factor in determining lay-offs and reemployment (2 years). When lay-offs occur, the least senior employees will be laid off first, and the most senior employees will be recalled first.

7.4 **Probation**

A probationary period of three (3) months probation for new employees and eight (8) weeks for transfers, during which time the employee shall be evaluated in writing, shall be in effect for all transfers and/or promotions before "Job Seniority" becomes effective, but having satisfactorily completed the probationary period, seniority will be retroactive to the beginning date of employment of continuous service. If a person does not successfully complete the probationary period and does not receive a satisfactory evaluation in writing, the employee shall be returned to his/her position or a position comparable to the one held prior to his/her transfer/promotion, but not necessarily a like position. The employee will resume his/her prior hourly rate of pay if returned to such a position.

7.5 **Leave of Absence --Seniority**

All seniority shall be computed on the basis of continuous service except that when an employee has been granted an official leave of absence, he/she shall retain his/her seniority to that date. No seniority shall accrue during a leave of absence for more than six (6) months.

In the case of childbirth, an employee shall be entitled to a leave of absence for up to one (1) year for childrearing. There will be no loss of seniority [seniority will continue to accrue] during childrearing leave of absence so long as the employee returns within the one (1) year period.

7.6 **Vacancy Information**

The administration shall use every practical method to inform employees when vacancies exist.

7.7 **Transfer in Writing**

If any employee is interested in a particular transfer or promotion he/she should make that interest known in writing to his/her immediate supervisor and to the Director of Human Resources. All such requests shall be given consideration when job vacancies exist.

7.8 **Assignment of Work**

A. **Routes**

Routes will be selected each school year by employees of the bargaining unit on the basis of seniority. Specifically, routes will be bid prior to the beginning of school. Summer routes will be selected by employees of the bargaining unit on the basis of seniority prior to the end of the school year.

In the event that there are additional routes added during the summer, such routes will be selected on the basis of seniority by bargaining unit employees who have not previously accepted summer work. Bargaining unit employees who have lost their run due to being bumped and/or due to increases of time on their run will also be allowed to select these additional routes on the basis of seniority. "Special Education" routes are to be selected on the basis of seniority by qualified drivers. Bargaining unit employees will be given a reasonable opportunity to train for Special Education routes. The Union will be provided information regarding routes, paid time, route distribution and route times not less than five (5) working days before employees of the bargaining unit are to bid on the routes on the basis of seniority. A list of routes and route descriptions will be posted not less than three (3) working days prior to the bid date.

B. **No Reassignment**

- (i) After routes have been selected at the beginning of the school year, additional route reassignments would occur on the basis of seniority when routes have increased more than 15 minutes on the average for A.M. and P.M., or mid-day routes have changes of 15 minutes or more. Route changes will be

posted for 48 hours. If no one with more seniority bids within the 48 hours, the originally assigned driver will retain the route.

- (ii) Employees are guaranteed their bid time. However, if the route has decreased more than 30 minutes due to a drastic change in the route or there has been a school dropped in exchange for a different school, the District may change pay time and, if so, the employee may use his or her seniority to bump for other routes. There are no limits on bumps under this provision.
- (iii) No employee may transfer on more than three (3) occasions during the school year; this includes "mid-day routes." ("Mid-day" is defined to include any route other than A.M or P.M., i.e., kindergarten, activity, mid-morning).

C. Extra Work

Extra work will be selected on the basis of seniority at the beginning of the school year. Opportunities for extra work thereafter will be offered to the next senior person on the seniority list on a rotating basis. If extra work assignments are cancelled, employees must be given 24-hour notice of the cancellation. If the Employer fails to give 24-hour notice of cancellation, then the employee will be paid for the scheduled work, but must remain at the garage and be available for duty.

D. Vacancies

Vacancies will be posted within 48 hours, taken down within 48 hours thereafter, and assigned on the basis of seniority.

E. Field Trips

Field trips/extra work, including summer work, will be assigned on a rotating seniority basis. If field trips are not posted for the employees at least twenty (20) hours in advance of the time of the trip [i.e. all extra work, emergency trip or short notice trip], the Union may then request and receive copies of documentation as to the emergency or short notice. The School District shall provide the Union with an explanation of emergency field trips. Lunch bus drivers will be offered field trip rotation provided that their field trip assignments do not create overtime.

F. **Intentionally Omitted**

G. Monitors

Monitors will select routes on the basis of seniority at the beginning of the school year. Opportunities for monitor positions thereafter will be offered to the next senior person on the seniority list.

H. Coaches

Coaches may drive only for the event that they coach if: (1) the route is 35 miles or less one-way; and (2) the trips are scheduled prior to 4:30 P.M. on school days. Coaches shall not drive on weekends [4:30 Friday to Midnight Sunday]. There are two coaches who are currently driving buses for athletic or band events. They are David Meyer and George Graves. No other coaches may perform bargaining unit work.

Additionally, the Union will be provided a copy of the daily trip posting sheet which will include an identification of the sport, and the name of the coach driving to that event.

I. Reimbursement

If the Board fails to adhere to the seniority clauses contained in this provision and such failure causes an employee to lose compensation then such employee shall be reimbursed for his economic loss at his regular rate of compensation. For example, if the Employer inadvertently failed to assign the next employee on the rotating seniority list to a six (6) hour field trip, then the Employer shall assign such employee to the next available field trip that approximates the missed assignment. The employee shall receive the greater of the hours that would have been worked but for the Employer's failure to strictly adhere to the seniority list, or the hours actually worked, whichever is greater.

J. Out of Town Field Trips

Beginning July 1, 2007 and ending June 30, 2009, all hours will be paid on out-of-town trips excluding ten hours' sleep time on an overnight trip. Employees will be reimbursed for necessary overnight accommodations. If the bargaining unit employee did not receive a free meal or reimbursement by the program for which transportation was being provided for out of town trips, then the School District shall pay them an additional one (1) hour of pay.

K. Training Committee

A training committee will be made up of five members from the union and five representatives from the administration to deal with all issues including training pay. A bus monitor training program will be planned and implemented. Union representatives will include the current president of

the local, two drivers and two monitors.

ARTICLE 8 DISCIPLINE

8.1 Just Cause

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed as soon as possible after the Board is aware of the event or action giving rise to the discipline.

8.2 Disciplinary Action

Disciplinary action shall include only the following:

- a. Oral reprimand.*
- b. Written reprimand.*
- c. Suspension with or without pay [notice to be given in writing, with specific reasons being given for the suspension].
- d. Discharge [notice to be given in writing].

*Not subject to binding arbitration.

8.3 Manner of Discipline

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

8.4 Written Reprimand

In the event of any written reprimand of record to any employee covered by this agreement, the employee involved and the Union shall be given a copy of the written reprimand as well as a copy of any documents which are placed in any file maintained by the Board for personnel or other purposes, and shall be given an opportunity to present a written statement of position to the Board and to have the same placed in the employee's personnel file.

8.5 **Suspension or Discharge**

The Board shall meet with an employee and his/her Union representative and inform them of the reasons for suspension or discharge and copies of pertinent documents will be provided. Any employee subject to suspension or discharge shall be given an opportunity to present a written statement of position to the Board and to have the same placed in the employee's personnel file.

8.6 **Disciplinary Interviews**

Employees will be given advance notice that a scheduled meeting could involve matters that may result in disciplinary action. An employee shall be entitled to have a Union representative present in any investigatory interview. If the employee has reasonable grounds to believe that an interview may be used to support disciplinary action against him/her, the employee may request a recess of the interview until he/she has an opportunity to obtain the presence of a Union representative.

8.7 **Official Files**

The Board shall maintain only one official personnel file for each employee. Only information contained within that file can be used in any disciplinary action. An employee shall, upon three days' advance notice to the Director of Transportation or his designee, be permitted to examine his/her personnel file.

8.8 **Expiration of Written Reprimands**

A written reprimand may not be the basis for a later suspension or discharge unless there is a subsequent occurrence within 24 months of such written reprimand.

8.9 **Probationary Employee**

A probationary employee may be discharged or disciplined without recourse at anytime during the probationary period.

ARTICLE 9
JOINING OR NOT JOINING ANY LAWFUL ORGANIZATIONS

No principal, superintendent, or other administrative employee of this Board shall use his/her official position, directly or indirectly, to influence, coerce or otherwise interfere with the inalienable right of employees of the Board of Education to join, or not join, any lawful organization.

ARTICLE 10

JURY DUTY

The Board shall pay the regular salary to employees called to serve as jurists or subpoenaed to appear before legal and quasi-legal review panels as witnesses. The employee shall remit to the district any per diem expenses received as part of such service.

ARTICLE 11 **RETIREMENT COMPENSATION**

District 150 will pay upon retirement a cash bonus in the amount of forty percent (40%) of accumulated sick leave days not to exceed 180 days. Such compensation shall also be available in case of death of an employee to the widow, widower, or dependent children. In the case of a single employee such compensation is available to his/her dependent parents. Up to sixty percent (60%) of accumulated sick leave days, if any, may be used for "creditable service" under Public Act 84-812.

ARTICLE 12 **OVERTIME/CALL TIME**

12.1 Excess Hours

Hours worked in excess of a Driver's regular weekly hours shall be paid at the Driver's straight-time hourly rate up to forty (40) hours. All hours worked in excess of forty (40) hours a week shall be compensated at one and one-half (1-1/2) times the Driver's regular rate.

12.2 Special Meetings

When any special meeting outside of regular work hours is called by the Board, there shall be a minimum of two (2) hours pay at the employee's appropriate rate of pay unless such meeting is a continuation from regular work periods. The district will provide two in-service programs each year.

12.3.A. Show Up Time

An Employee called out for field trips shall receive a minimum of two (2) hours pay for each call, unless the Board cancels prior to the time the employee leaves home. Additionally, the employee shall receive a makeup field trip.

12.3.B. Cancellations

On regular school days, if an extra piece of work is cancelled, the employee shall receive the "posted bid time" provided the employee remains at the bus barn to be available for additional work assignments.

12.4 **Employee's Option**

A driver shall not be required to accept extended work except where student transportation is needed in an extreme emergency situation.

ARTICLE 13
LABOR/MANAGEMENT AND SAFETY COMMITTEE MEETINGS

13.1 **Labor/Management Committee**

For the purpose of maintaining communications between Labor and Management in order to cooperatively discuss and solve problems of mutual concern, either party may request Labor/Management meetings as needed; provided however, no more than four such meetings can be called during a school year. Personal grievances shall not be an appropriate subject at such meetings. The requesting party shall prepare and submit an Agenda no later than three (3) days prior to the scheduled meetings. The meetings shall be scheduled at a time, date and place of mutual agreement. If the Board schedules meetings during an employee's working hours, then such employee shall be paid for attending the meeting.

13.2 **Safety Committee**

The Union shall appoint one (1) member [and one alternate member] of the bargaining unit to serve on the Employer's Safety Committee. The Employee will be paid for attending such meetings.

ARTICLE 14
COMPLIANCE WITH LAW

Both parties agree to comply faithfully with federal law and case and statute laws of the State of Illinois. The Illinois Department of Transportation Handbook and all updated material, concerning laws and changes in laws for school buses, school bus drivers, owners, operators' responsibilities will be made available for drivers.

ARTICLE 15
SAFETY/LICENSES

15.1 **Safety**

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

15.2 **Physical Exams**

The cost of physical examinations required by the Board, including the cost of TB skin tests and chest x-rays for positive reactions, will be paid by the Board.

15.3 **License Reimbursement**

The Board will pay the difference in cost between an operator's license and a school bus CDL license for school bus renewals only [\$10.00]. Additionally, the Board will pay for the refresher class [\$4.00].

15.4 **No Strikes or Lockout**

During the term of this Agreement, there shall be no strikes, work stoppages or slowdowns. No officer or representative of the Union shall authorize, institute, instigate, aid or condone such activities. No lockout of employees shall be instituted by the Board or its representatives during the term of this Agreement.

ARTICLE 16
FIELD TRIPS

16.1 **Requests by Schools**

The Board shall offer all "out of town" field trips to the bus drivers with more than one year of job seniority on a seniority rotation basis. "In town" field trips shall be offered to all bus drivers on a seniority rotation basis. Separate seniority lists will be maintained for "in town" and "out of town" field trips.

16.2 **Posting Assignments and Qualifications**

Notices of field trip assignments will be posted by 8:30 a.m. for a maximum of twenty (20) hours.

Trips will be assigned on a seniority rotation basis. If no one selects the trip, it will be assigned on an inverse seniority rotation basis.

ARTICLE 17
LEAVES OF ABSENCE

17.1 **General Leave**

Leaves of absence for a definite period of time not to exceed ten (10) school days, may be granted for purposes other than income producing endeavors. Such

leaves may be extended for good cause by the Board for additional periods. Examples of such leaves include disability, maternity, and parenting.

17.2 **Sick Leave**

Entitlement and Definition -- Each semester, annual sick leave with pay shall be granted to each Employee on the basis of six (6) days for each semester, not to exceed twelve (12) days per year.

Sick leave as used in this section means leave for personal illness, quarantine, or serious illness or death in the immediate family that occurs during regularly scheduled routes.

"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 and legal guardian.

Any employee with one day or less off per semester will receive one day's pay for each semester for their normal assigned piece of work.

Drivers and Monitors who commit to work for summer work as a driver or monitor for school a minimum of five (5) full weeks shall be entitled to one additional sick day added to any sick leave account for that employee, and those employees who have a sick leave balance shall be allowed to use those days anytime, including the five (5) week period during the summer, for which they have agreed to work.

17.2A **Bereavement Pay**

Employees will be given four (4) days per year for bereavement, to be used at the employee's discretion in the event of the death of an immediate family member, as defined in Section 17.2. Bereavement days will not accumulate or roll over to the next year.

17.3 **Accumulation and Conversion**

Unused sick leave shall be cumulative based upon an average of hours worked per day up to 180 days.

17.4 **Additional Leave for Assault or Battery While on Duty**

Absence up to thirty (30) working days due to injury from an assault and battery sustained while on duty as an employee of District 150, shall not be deducted from the employee's sick leave. If an employee received Workers' Compensation for loss of time while receiving wages from the District, such compensation shall be endorsed or remitted to the District.

17.5 **Family and Medical Leave**

1. All terms used in this section have the meaning as they are defined and used in the Family and Medical Leave Act of 1993 or any regulations promulgated thereunder.

2. Eligible employees (as defined in the Act) means those employed for at least twelve (12) months with the District for at least 1,250 hours of service with the District during the previous twelve-month period are entitled to a total of twelve (12) work weeks unpaid leave during any twelve-month period for one or more of the following reasons:

- a. The birth of a child of the employee and to care for the child (expires twelve (12) months after birth).
- b. The placement of a child with an employee for adoption or the placement of a child for foster care with an employee (expires twelve (12) months after placement).
- c. To care for the spouse, son, daughter, or parent of an employee, if the family member has a serious health condition.
- d. An employee is unable to perform the function of the position because of the employee's own serious health condition.

3. Leave taken for the birth or placement of a child cannot be taken intermittently or on a reduced leave schedule. Employees seeking intermittent or reduced leave based on a planned medical treatment are required to prove to the Director of Human Resources, or his designee, a medical certification outlining the dates on which treatment is expected and the duration of the treatment. The employee must also comply with the notice requirements of paragraph 4 below.

4. All requests for leave due to a serious health condition shall include a certification issued by a health care provider. The certification must include:

- a. The date the condition began;
- b. Its probable duration;
- c. Appropriate medical facts;
- d. A statement that the employee is unable to perform the job function or that the employee is needed to care for a family member with a serious medical condition for a specific time.

5. The District may require the employee to obtain the opinion of a second health care provider designated by the District, and to be paid for by the District. In the event of a conflict between the first and second opinions, the District, may, again at its expense, obtain a third opinion from a health care provider approved

jointly by the District and the employee, and this opinion will be final and binding. The District may require that an eligible employee obtain subsequent recertifications.

6. An eligible employee returning from leave has the right to be returned to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

7. An eligible employee will retain all accrued benefits while on leave, however, no other benefits will accrue during the period of the leave.

In addition to any remedies provided by law, if the employee fails to return from leave for a reason other than a serious health condition that would entitle the employee to a continuation of leave or other circumstances beyond the employer's control, the employee must reimburse the District for all premiums it has paid for maintaining the health plan coverage during the period of leave. This "serious health condition" must be evidenced by a timely certification from the appropriate health care provider provided to the Director of Human Resources, which must include the points of paragraph 4.c. and d. above.

8. Should there be a miscarriage, or should the death of a child occur within the period of leave, the employee may, in writing, request early reinstatement. Should a position become available for which the employee is qualified, the employee shall be offered reinstatement to that position.

9. An employee who is pregnant may continue on active employment as late into her pregnancy as she desires, provided she is able to perform all other essential functions.

10. An eligible employee must give notice to the District, in writing, to the Director of Human Resources, at least thirty (30) days prior to the date on which the leave is to begin, of their intent to take leave in cases of expected birth, placement of a son or daughter, or planned medical treatments. When circumstances require a leave to begin in less than thirty (30) days as with a premature birth, sudden changes in a serious health condition, or availability of a child for placement, the eligible employee must give as much notice as is practicable.

11. An employee shall be entitled to take an unpaid leave of absence, in accordance with the provisions of the Family and Medical Leave Act; provided, however, such leave may be taken in less than one-day increments only after the employee has exhausted all paid leave under this Agreement.

ARTICLE 18
I.M.R.F./WORKERS' COMPENSATION

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

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

ARTICLE 19
AUTHORITY OF THE AGREEMENT

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

ARTICLE 20
FAIR-SHARE

- A. All employees covered by this agreement who are not members of the Union, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.
- B. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.
- C. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union within ten (10) work days of said deduction unless required to remit a fee to the Labor Board for escrow.
- D. The Board shall cooperate with the Union to ascertain the names of all employee

non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.

- E. The Union and the Board shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.
- F. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.
- G. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees 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 Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions.
- H. If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

ARTICLE 21

MEDICAL INSURANCE

Beginning on January 1, 2008, and during the term of this Agreement, employees who regularly work thirty (30) or more hours per week during the normal school year, shall be eligible to participate in the group medical insurance program offered to the majority of the District's employees. For employees who are eligible to participate in the medical insurance plan and who actually choose to participate in the plan, the District will pay an amount of \$3,262 toward single coverage on an annual basis, or \$5,504 toward family coverage (employee-spouse, employee-child, or employee-family), on an annual basis. After subtracting the appropriate amount from the total cost per person for the coverage selected by the individual, the employee will be solely responsible for the remainder of all insurance costs, deductibles, co-pays, and similar out-of-pocket expenses related to the medical insurance plan. Premium costs will be determined on an annual basis and an open enrollment will be offered once per year, generally in the month of November. Premium costs and any adjustments to premium will be determined on a calendar year basis for the period beginning on January 1 and ending on December 31, and any increases in premiums shall be the employee's sole

responsibility.

For purposes of this provision only, employees eligible for this benefit must work on average six (6) hours per day transporting students to and from school locations in the normal course of business, and/or performing assigned food service activities. Time worked transporting students on field trips, transporting students to and from extracurricular activities, or performing any other type of work for the District shall not be considered in determining whether the 30-hour minimum has been met.

Medical Insurance Coverage/Benefit Levels/Deductibles cannot be changed without the consent of the Insurance Committee. The District will increase the contribution rate set forth in the Contract by three (3%) percent on January 1, 2009 for a 12-month period, and five (5%) percent on January 1, 2010 for the duration of the Contract.

Dental Insurance will be offered, as defined in Article 21 to full-time employees who regularly work 30 or more hours per week, on the same terms and conditions offered to employees who currently have such coverage available on an 80%-20% basis, **provided that** the insurance carrier will accept new participants from this group. Similarly, Vision Insurance will be offered to full-time employees on the same terms and conditions offered to employees who currently have such coverage (100% paid by the employee), **provided that** the insurance carrier will accept new participants from this group.

ARTICLE 22 **ADVANCED STUDY/WORKSHOPS/CONFERENCES**

Personnel shall be encouraged to enroll in advanced training courses whenever such additional training will be beneficial to the operation of the school system. Such courses must be approved in advance by the building principal and Human Resources.

Personnel enrolled in District 150's adult education courses shall be eligible for a full tuition refund after satisfactorily completing such specialized courses.

In addition, personnel, who enroll at accredited institutions of higher education, shall be eligible for a tuition refund comparable to professional credit refunds granted to certificated personnel after satisfactorily completing such specialized courses, provided such study has been approved in advance by the Director of Human Resources. This tuition reimbursement benefit shall be capped at \$10,000 per contract year.

Approved in-service workshop/conference attendance will not be charged as vacation or sick days.

ARTICLE 23
TERMINATION PROVISION

This Agreement shall be effective as of the 1st day of July 2006 and shall remain in full effect until the 30th day of June, 2011. It shall be automatically renewed for each one (1) year period thereafter unless either party shall notify the other in writing not more than one-hundred-eighty (180) days and not less than sixty (60) 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 not 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; provided, however, there will be no step or grade changes in salaries unless such changes are incorporated in a later collective bargaining agreement.

In witness thereof, the parties hereto have set their hands this _____ day of _____, 2008.

For the Board of Education
School District 150

For the American Federation of
State, County and Municipal
Employees, AFL-CIO on behalf
of Local 3716 Peoria Dist. 150
Transportation Department
Employees

APPENDIX A
SALARIES AND REGULATIONS FOR TRANSPORTATION EMPLOYEES

For the first year of this Agreement (July 1, 2006 to June 30, 2007), a salary step freeze has been agreed upon, and no employee shall be entitled to move to a new salary step during that period regardless of years of service. Thereafter, the loss of salary step movement shall not be restored.

<u>Drivers</u>	<u>Contract year</u>				
	<u>06-07</u>	<u>07-08</u>	<u>08-09*</u>	<u>09-10*</u>	<u>10-11*</u>
<u>Years Worked</u>					
0-2	11.19	11.41	11.75	12.10	12.46
2-3	11.54	11.77	12.12	12.48	12.85
3-4	11.71	11.94	12.30	12.67	13.05
4-5	11.95	12.19	12.56	12.94	13.33
over 5	13.14	13.40	13.80	14.21	14.64
over 7	13.26	13.53	13.94	14.36	14.79
over 9	13.39	13.66	14.07	14.49	14.92
over 11	13.50	13.77	14.18	14.61	15.05

<u>Monitors</u>					
<u>Years Worked</u>					
0-2	8.67	8.84	9.11	9.38	9.66
2-3	8.72	8.89	9.16	9.43	9.71
3-4	8.84	9.02	9.29	9.57	9.86
4-5	9.13	9.31	9.59	9.88	10.18
over 5	10.01	10.21	10.52	10.84	11.17
over 7	10.12	10.32	10.63	10.95	11.28
over 9	10.25	10.45	10.76	11.08	11.41
over 11	10.37	10.58	10.90	11.23	11.57

<u>Annual Longevity Pay</u>		
<u>Years Worked</u>	<u>Drivers</u>	<u>Monitors/Helpers</u>
5-7	\$300	\$250
8-10	450	350
11-14	600	450
15 plus	750	550

The annual longevity payment will be made on the last pay period prior to Christmas

break.

Employees who begin working prior to November 1, of any year will be given a full year's credit on salary schedule at the beginning of the next school year. Employees who begin working prior to March 1, of any year will be given a full year's credit on the salary schedule on the first day of the second semester of the following school year.

SAFETY INSPECTION PAY

Bus drivers shall receive an additional 1/12 hour pay for daily safety inspections [one inspection per day per vehicle as required].

APPENDIX B

PEORIA SCHOOL DISTRICT DRUG AND ALCOHOL POLICY

The Peoria School District and AFSCME Local 3716, in accordance with the Omnibus Transportation Employee Testing Act of 1991, the Commercial Motor Vehicle Safety Act of 1986, and the Department of Transportation's Drug and Alcohol Testing Rules and Procedures [49 CFR Part 40; 49 CFR Part 382] jointly approve the following Policy on the misuse of alcohol and the use of controlled substances:

It is not the intent to intrude into the private lives of the employees. The objective is to have all employees report to work in a condition to perform their duties safely and efficiently. The presence of alcohol and other drugs on the job and the influences of these substances on employees during working hours are a threat to the safety of employees and the general public and the students they transport.

A safe workplace requires a work force that is educated about and committed to a drug and alcohol free environment. This Policy is to ensure the safety of employees, the general public and the students they transport. It is subject to review and change at any time with notice to the employees.

A. INTRODUCTION

1. Michael Sullivan, Director of Transportation, or his designee has been designated by the District as the person to answer any questions that you may have regarding this Policy.
2. This Policy applies to every District employee who: is required to have a commercial driver's license, operates a vehicle that has a gross combination weight rating of 26,001 or more pounds, operates a vehicle that is designed to transport 16 or more passengers including the driver or is a lunch bus helper or monitor.
3. All employees will be advised of the dangers of drug and alcohol used in the workplace. Each employee will be given a copy of the District's Drug and Alcohol Policy, and will be responsible for reading the Policy and complying with its provisions.
4. An employee is prohibited from possessing, consuming or being under the influence of alcohol while in or on District property or while on District assignment, including meal or break times.

5. Employees taking over-the-counter or prescription medications in the quantities prescribed by a physician may not be in violation of the District's Drug and Alcohol Policy. Employees taking medications, which could impair their ability to drive vehicles, must identify their medication and its effects to their supervisor prior to performing their job.
6. An employee shall notify the District of a drug or alcohol criminal conviction no later than five (5) days after such conviction. Failure to notify the District of any such drug or alcohol related conviction within the prescribed five (5) day period may result in disciplinary action, up to and including termination of employment.
7. Employees who believe that their health and safety may be adversely affected by others at the worksite whom they know or suspect are using drugs or alcohol, are encouraged to report same to a supervisor. The appropriate steps will then be taken without revealing the identity of such reporting employees.
8. The District will conduct pre-employment, random, post-accident and reasonable suspicion drug and alcohol testing for all employees. All positive test results will be reviewed by a Medical Review Officer (MRO) who will be a licensed medical doctor. Testing procedures shall conform to applicable State and Federal Regulations, and such additional testing as required by the District.

B. PRE-EMPLOYMENT DRUG TESTS

All conditionally hired job applicants are required to take a drug screening test as a condition of continued employment. Refusal to take the required drug screening tests will result in the termination of the conditionally hired employee by the District. A confirmed positive test will result in immediate termination of the conditionally hired employee.

C. RANDOM DRUG TESTS

Each month throughout the year, employees will be selected at random for controlled substance abuse screening tests. All employees will be required to complete and sign a form by which the employee consents to and authorizes testing and disclosure of test results to the District. Refusal to complete and sign the consent/authorization form or submit to random testing will result in termination of employment.

All active (not laid off) employees selected at random must submit to a drug test within six (6) hours of being notified. A confirmed positive test will result in termination of employment.

Employees will be tested at the fifty percent (50%) rate prescribed by State and Federal Law and will be required to participate in the random program. Employees selected for random drug screenings who are off on medical leave will be required to submit to a drug test upon returning to work.

D. RANDOM ALCOHOL TESTS

Each month throughout the year, employees will be selected at random for alcohol testing.

All employees will be required to complete and sign a form by which the employee consents to and authorizes testing and disclosure of testing results to the District. Refusal to complete and sign the Consent/Authorization Form or submit to random testing will result in termination of employment.

All active (not laid off) employees selected at random must submit to an alcohol test within two (2) hours of being notified. A confirmed positive test will result in termination of employment.

All employees will be tested at the twenty-five percent (25%) rate prescribed by State and Federal Law and will be required to participate in the random program. Employees selected for random alcohol testing who are off on medical leave will be required to submit to an alcohol test upon returning to work.

Drivers with an alcohol level of .02-.039 will not be allowed to drive for 24 hours. A follow-up alcohol test after 24 hours must reveal an alcohol level of less than .02. An alcohol test result of .04 shall be considered a positive test. A positive alcohol test will result in termination of employment.

E. POST-ACCIDENT DRUG AND ALCOHOL TESTING

In the event of an accident, each employee whose performance may have contributed to the accident shall be tested for drugs and alcohol as soon as possible, but not later than two (2) hours after the accident.

As soon as practicable following an accident involving the loss of human life, an employer shall test each surviving employee on duty in the vehicle at the

time of the accident. The employer shall also test any other employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

As soon as practicable following an accident not involving the loss of human life, the employer shall test each employee on duty in the vehicle at the time of the accident if that employee has received a citation under State or local law for a moving traffic violation arising from the accident. The employer shall also test any other employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

If possible, an employee required to take a post-accident drug test will be transported to the testing facility by District personnel.

Refusal to take a post-accident drug and alcohol test will result in termination of employment. A confirmed positive test will also result in termination of employment.

An employee who submits to a post-accident drug and alcohol test may be temporarily suspended pending the District's receipt of the applicable test results (or if applicable, the MRO's report) where the District reasonably believes that the employee's presence on the job during such period would pose a risk to the safety or health of the employee, co-workers, the general public or the students they transport. If the test results are negative, the employee will be paid for the suspension period.

Drivers with an alcohol level of .02-.039 will not be allowed to drive for 24 hours. A follow-up alcohol test after 24 hours must reveal an alcohol level of less than .02. An alcohol test result of .04 shall be considered a positive test. A positive alcohol test will result in termination of employment.

F. REASONABLE SUSPICION DRUG AND ALCOHOL TESTING

An employee shall take a drug and/or alcohol screening test when there is reasonable suspicion to believe the employee is using alcohol or an illegal drug. The decision to test must be based on a reasonable belief that the employee is using alcohol and/or an illegal drug. The reasonable belief may be based on an employee's physical condition, behavior or performance indicating probable alcohol and/or illegal drug use.

At least two of the employee's supervisors, one of whom is trained in detection of the possible symptoms of drug and/or alcohol use, shall substantiate

and concur in the decision to test an employee. Reasonable suspicion alcohol and drug testing will be conducted only with the approval of the Director of Transportation or the Director of Human Resources.

An employee who must take a reasonable suspicion drug or alcohol test will be transported to the testing facility by District personnel immediately after the decision to test is made. Refusal to take a reasonable suspicion alcohol and/or drug test will result in termination of employment. The Union shall be promptly notified whenever an employee is directed to take a reasonable suspicion drug or alcohol test.

Drivers with an alcohol level of .02-.039 will not be allowed to drive for 24 hours. A follow-up alcohol test after 24 hours must reveal an alcohol level of less than .02.

An alcohol test result of .04 shall be considered a positive test. A positive alcohol test will result in termination of employment.

An employee who submits to a reasonable suspicion test shall be temporarily suspended pending the District's receipt of the applicable test results (or if applicable, the MRO's report) where the District reasonably believes that the employee's presence on the job during such period would pose a risk to the safety or health of the employee, co-workers, the general public or the students they transport. If the test results are negative, the employee will be paid for the suspension period.

G. TESTING STANDARDS AND FACILITIES

The urine sample will be tested for: MARIJUANA, COCAINE, OPIATES, PHENCYCLIDINE, AMPHETAMINES.

Any employee having a confirmed positive drug test will be contacted by the MRO. If the MRO is unable to contact any employee within 24 hours, they will notify the Director of Transportation or the Director of Human Resources or his/her designee.

The employee will have an opportunity to provide an explanation for the positive result. When speaking with the MRO, the employee will be given an option to have the split sample tested at any laboratory which meets the requirements of the Omnibus Transportation Act, at their own expense, within 72 hours of notification. The MRO shall issue a test report.

If, after meeting with the employee, the MRO concludes that there is a legitimate medical explanation for a positive laboratory test result and that the reason for that laboratory test result is consistent with legal prescription or over-the-counter drug use, which has been previously disclosed as required, the MRO shall report the test result as being negative for such reason. A negative MRO's report shall be deemed a negative test result for all purposes under the District's Drug and Alcohol Policy.

It is the responsibility of each employee required to be tested to provide two forms of identification, one of which shall be a valid driver's license or State ID. As long as the individual is tested within the required time limits set forth in this Policy, the costs of the pre-employment, random, post-accident or reasonable suspicion drug and/or alcohol tests will be paid by the District. The cost of any retest or subsequent test will be paid by the employee unless specific arrangements are made with the District to the contrary, prior to testing.

The District will in no way be financially nor legally responsible for any professional counseling, guidance, or treatment sought by any such individual during or subsequent to his/her termination of employment.

The District shall keep confidential and shall not disclose any documents relating to employee testing or rehabilitation programs, nor information contained therein, unless required by Federal, State or other government agencies, and except in connection with any grievance, claim or legal action of any type brought by or against the employer, the employee or any other person or entity arising from or in any way relating or connected to the subject matters covered by this Drug and Alcohol Policy.

The filing of any such grievance, claim or legal action of any type shall constitute a waiver by the employee of the confidentiality of any and all such documents and the releases of the District and any other person or entity from any confidentiality obligations, liability or damages with respect to the use in any manner of any and all such documents or information contained therein including all oral communication which may have occurred in generating the documents.

The employee being ordered to submit to a drug test shall be allowed to give the sample in private pursuant to 49 CFR §40.25. Only NIDA-certified laboratories that meet Department of Health and Human Services standards shall conduct the tests. Computerized random selection shall be used for random testing unless the parties agree to an alternative procedure.

H. EMPLOYEE ASSISTANCE PROGRAM

The District will provide education and training to employees and supervisors which addresses alcohol abuse and the use of controlled substances. This provides a reasonable approach to the problem of alcohol and drug abuse. The testing rules and procedures stated in the Policy include a brief summary of the Drug and Alcohol Testing Rules and Procedures adopted by the Department of Transportation. Both the District and its employees are subject to the Department of Transportation Rules and Procedures, and any subsequent amendments thereto, which shall take precedence over any provisions of this Policy should there be a conflict. Peoria Board of Education cares about its employees, the public and its workplace and will, therefore, take affirmative steps to assure the health, safety and quality of life for all.

I. PAYMENT FOR TESTING PROCEDURE

The employee shall not be required to pay for any testing procedures. Employees will be paid at their regular hourly rate for the time spent in drug and alcohol testing whenever such testing is at the direction of the District, except for pre-employment screening.

**REVISED
MEMORANDA OF UNDERSTANDING**

1. The parties hereby agree to establish a joint insurance committee comprised of four Union representatives and two District representatives. The committee will select a health insurance plan, other than the District's plan. The employee will pay 100% of the premium cost of the plan subject to reimbursement as hereinafter provided:

A. There will be a \$20,000 annual fund provided by the District.

B. Employee eligibility for participation is to be determined solely on the basis of seniority. The opportunity to participate will be offered to the most senior employees until the fund is exhausted, no employee to receive more than a \$600 contribution toward insurance premiums in any year.

The district will also make available a flexible benefit account to all bargaining unit employees who elect to participate in the group health insurance program.

2. It is understood between the parties that the Employer shall continue to deduct fair share payments from non-members for the duration of the Agreement.

3. The District and Union agree that Transportation employees will be allowed to work in other departments provided: (a) other unions sharing jurisdiction over the work consent, and (b) the additional work does not result in overtime.

4. The School District will make a concerted effort to inform employees of the risk of blood borne pathogens and provide information regarding the availability of hepatitis shots. Any employee exposed to hepatitis shall receive all required treatments, including the series of hepatitis shots. The Employer shall pay all related costs.

5. Child Care – The District, through its appropriate designee, will agree to prepare a survey of Transportation employees to determine the interest and requisite resources which would be required to offer child care services. The parties will then review the results of the survey and determine what, if any, additional steps should be taken. By so doing, neither party agrees that child care services will be provided during the term of this agreement.