

**Contract**

**Between**

**Pikeland Federation of Support Personnel**

**Local #6043**

**IFT/AFT, AFL-CIO**

**And**

**Board of Education**

**of Pikeland Community School**

**District 10**

**August 2019, to the Day Prior to the**

**Beginning of the 2022-2023 School Year**

**AGREEMENT BETWEEN THE PIKELAND SCHOOL BUS DRIVERS. LOCAL NO. 6043**  
**AND**  
**THE PIKELAND COMMUNITY UNIT SCHOOL DISTRICT NO. 10**

**ARTICLE I**  
**RECOGNITION**

1.1

The Board of Education of Pikeland Community School District #10, hereinafter referred to as the "Board" hereby recognizes the Pikeland Federation of Support Personnel, Local No. 6043, affiliated with the Illinois Federation of Teachers, AFL-CIO hereinafter referred to as the "Union", as the sole and exclusive negotiating agent for all regularly employed bus drivers (being morning or evening run, which requires not less than eight hours per week) excluding the head mechanic, supervisors, managerial and confidential employees.

1.2

The Board retains and reserves unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by the statute of the State of Illinois. The Board shall not be required to bargain over inherent managerial policy which shall include the following areas of discretion or policy.

1. The Functions of the Board
2. Standards of Service
3. The Board's Overall Budget
4. Selection of New Employees
5. Direction of All Employees
6. Goals and Objectives of the District

**ARTICLE II**  
**EMPLOYEE AND UNION RIGHTS**

2.1

The Board of Education and the Union recognizes that each staff member has the right to join or not to join any organization for the member's professional or economic improvement, and membership in any organization shall not be required as a condition of employment.

2.2

When a member of the bargaining unit is required to appear before the Board of Education concerning any matter which could adversely affect that member's position, employment or salary, the staff member shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a personal representative at said meeting.

### 2.3

Members of the bargaining unit shall have the right, upon request and at a time mutually convenient to the parties, to review the contents of their own personnel file as maintained by the District Office. Privileged information, such as letters of reference, shall be specifically exempted from such a review. A staff member may write a response to any material contained in his/her personnel file and this response will also be placed in the member's personnel file.

### 2.4 Seniority List

The District shall provide the Union with the official seniority list for the bus drivers by February 1 of each year. Each driver will be given a copy and afforded the opportunity to notify the District of any mistakes in his/her placement on the list. The seniority list shall be based on the first day of employment as a regular route driver in the District. The list shall include the date of employment. If the driver's employment ceases with the district at any time, he/she will be taken off the seniority list. If the driver returns to the district at a later date, he/she will be placed at the bottom of the seniority list and assume the date of last employment.

### 2.5 Work Year For Regular Route Driver

Drivers, who are regularly assigned to drive a regular route, being two trips to and from school or designated destination each day of the entire school year, shall be present for assigned work for up to 176 days per year. In the event a regular route driver is assigned to drive a regular route, participate in training or perform other duties for up to two (2) additional days per year for three hours or fewer per day, the driver will be paid \$25.00 for each such day. In the event the regular route driver is assigned to work by driving the regular route for any days in excess of 178, such additional days of regular route driving will be compensated at the rate of 1/176 of the driver's regular school year pay.

### 2.6 Driving Assignment

It is preferable that drivers maintain their driving assignments from year to year. If a change in assignment is made, then the driver will be notified and consulted.

ARTICLE III  
EFFECT OF AGREEMENT

3.1 No Strike

During the term of this Agreement, employees shall not participate in a strike in whole or in part. Strike means an employee's refusal in concerted action with others to report for duty, or his or her willful absence from his or her position, or his or her stoppage of work, or his or her absence in whole or in part from the full, faithful or proper performance of his or her duties of employment, for the purpose of including, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment.

3.2 Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any article, section or clause of this Agreement, said article, section, clause, as the case may be, shall be automatically deleted from this Agreement, to the extent that it violates the law, but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

3.3 Individual Negotiations

The Board of Education shall not negotiate individually with any employee covered by this Agreement in such a way as to alter or change this agreement.

3.4 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

ARTICLE IV  
GRIEVANCE PROCEDURE

4.1 Definitions

- A. A "grievance" shall be defined as a claim by an employee that there has been an alleged violation of the term of this Agreement.
- B. The term "days" as used herein shall mean days in which school is in session, except that between the end of the school year and the beginning of the next school year, "days" shall mean calendar days, excluding Saturdays, Sundays, and July 4<sup>th</sup>.
- C. Nothing contained herein shall be construed as a limitation upon the right of individual bus drivers or a group of bus drivers to present grievances to their employer and have them adjusted without intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the right to provide a response prior to final adjustment of the grievance.
- D. If an employee does not file a grievance in writing with his or her supervisor within ten (10) days of the alleged occurrence of the event giving rise to the grievance, or within ten (10) days of the time the grievant should have known of such event, then the grievance shall be deemed waived and time barred.

The Board (administration) may raise the time bar as a defense at any step of the grievance procedure.

4.2 Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a formal grievance must be processed as follows:

Step A. The grievant shall present the grievance in writing to his or her immediate supervisor within ten (10) days of the occurrence of the event giving rise to the grievance, or within ten (10) days of the time the grievant should have known of such event. The supervisor shall provide a written answer to the grievance within ten (10) days of the receipt of the grievance.

Step B. If the grievance is not resolved at Step A, the grievant may refer the grievance to the Superintendent or official designee within ten (10) days after the receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of this receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response.

Step C. If the union and grievant are not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the Superintendent's written reply, the grievant may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step B answer, then the grievance shall be deemed withdrawn.

1. The arbitrator may interpret this agreement and apply it to the particular case submitted to him; but he shall, however, have no authority to add to, subtract from, or in any way modify the terms of this agreement; nor shall he have any authority to formulate or add any policies, practices or rules, except as they involve an application of this agreement; nor shall he have any authority to formulate or add any new policies or rules; nor substitute his discretion for the Board's discretion in cases where the Board is given discretion by this Agreement.
2. Each party shall bear the full costs for its representation in the grievance procedure.
3. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union.
4. Each party shall share equally the cost of the arbitrator and the AAA.

#### 4.3

- A. Failure of an employee or Union to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual consent.
- B. Any investigation, handling or processing of any grievance shall occur at times designated by the Superintendent not to interfere with work activities and district operations.
- C. Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B if mutually agreed upon by the employee and the Superintendent.
- D. If a grievance involves a class of employees, the Union may initially file the grievance at Step B.
- E. Employees shall have the right to be represented by a Union representative, if one is requested, at Steps A through C of Article 4.2
- F. With the Superintendent's approval, the grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meetings specified in Article 4.2 A-C.
- G. All records related to a grievance shall be filed separately from the personnel files of the bus drivers.
- H. A grievance may be withdrawn at any level without establishing precedent.

ARTICLE V  
DISCIPLINARY ACTION

5.1

No non probationary employee covered by this agreement shall be subject to suspension or discharge or disciplinary action, resulting in dismissal or loss of pay due to suspension without the following:

- a. written statement of the reasons or reason.
- b. right of union representative at any conference to discuss the written statement of the reasons.

5.2

The probationary period shall be at least one (1) full year.

ARTICLE VI  
FILING OF VACANCIES

6.1 Vacancies

If a new route is created or a vacancy occurs, a notice will be posted in the bus barn. A driver may make written application to the district superintendent for the vacancy or for the new position. This application must reach the superintendent within 3 days of the date of the notice. All applications will be considered.

6.2 Layoff Procedures

6.2A Reduction in Force

If an employee (driver) is removed or dismissed as a result of a decision of the Board to decrease the number of drivers or to discontinue some particular type of service, at least 30 days written notification by certified mail will be given. Probationary employees shall be laid off first, followed by the least senior non-probationary employee, the second least, etc.

B. Elimination of Route - If a driving assignment is eliminated, the employee whose driving assignment is eliminated shall retain his/her seniority according to the Union Seniority List and shall have the right to the comparable driving assignment held by the person with the least seniority. A comparable driving assignment is defined as a driving assignment less than or equal to the same number of hours as the driving assignment that was eliminated. A second seniority list shall contain those individuals driving Kindergarten routes. If a Kindergarten route is eliminated, those individuals on the Kindergarten seniority list shall be released as per their Kindergarten driving experience as reflected on the Kindergarten seniority list.

C. Payment of Salary - When an employee is dismissed by the Board as a result of a decrease in the number of employees or the discontinuance of the employee's job, the employee (if he/she so request) shall be paid all earned compensation on or before the next regular pay period following his or her last day of employment.

D. Recall - If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions becoming available shall be tendered to the employees removed or dismissed from that driving assignment. It is understood the employees will have been honorably removed or dismissed.

E. Waiver of Recall Rights - Failure of the employee to respond within five (5) calendar days after the receipt of the Board's letter of recall sent by certified mail to the employee's address on file with the Board recalling such employee will result in the termination of the employee's right of recall to any subsequent vacant position. It shall be the responsibility of the employee to inform the Superintendent of any change in home address.

## ARTICLE VII EXTRA RUNS AND ROUTE ASSIGNMENTS

### 7.1

Every effort shall be made by school administrators and the bus supervisor to assign extra-curricular trips to those regular drivers who wish to participate in extra-curricular driving.

A list of drivers will be compiled in the summer of the regular drivers who volunteer to participate in extra-curricular driving. This list will be known as the extra run list. All known activities for the next school year that have a definite time and place and can be driven by those volunteer regular drivers outside of their regular routes will be assigned equally to those drivers.

Other activities that become known during the school year will be assigned on a rotating basis using the extra run list. If there are no volunteer extra run drivers available for the extra run assignment, a volunteer regular driver may be awarded the extra run. If a volunteer regular driver declines the extra run, the assignment will then be offered to substitute drivers. Drivers on the extra run list will not be allowed to trade extra run assignments with another driver on the list. Except in an emergency when time is not available, this procedure shall continue until the assignment is filled. The only exceptions to this procedure are jury duty, funeral leave, or the driver's driving schedule. If those preclude a driver from accepting the assignment, then the driver shall not lose his, her right to the next available run.

Also, in the event no driver in the volunteer regular pool of drivers can take an assignment, a substitute driver, one of the non-volunteer regular drivers, a qualified teacher, or qualified coach may be assigned to the activity. No driver will be assigned to a trip without his/her consent.

The administration reserves the right to assign coaches and teachers to trips that can best be served in this manner.

The administration reserves the right to assign a qualified bus supervisor or a qualified bus maintenance person to non-compensated trips.

### 7.2

In the event a bus driver elects to drive an extracurricular route that leaves prior to his regular route he/she will receive his/her normal rate of pay for the regular route in addition to the extra trip pay for up to a maximum of five (5) times per year. Each individual run will count as one (1) of the (5) times. Examples: am route, one (1) extra run; pm route, (1) extra run; kindergarten noon route, (1) extra run. This list is not all inclusive.



ARTICLE VIII  
LEAVES

8.1 Sick Leave

8.1.1 Employees will be allowed a maximum of fourteen (14) working days each year at full pay for sick leave, three of which may be used for personal leave. A maximum of three (3) sick days per contact year may be used for personal reasons. Sick leave may be used for illness including illness of members of the immediate family or household. For the purposes of this section, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Sick leave may be used for absences associated with death. For drivers with morning, noon, and afternoon routes, an additional fourteen (14) sick days each year will be allotted and logged separately to be used for noon absences. For IMRF accumulation purposes, the number of sick days in the regular route will be the days reported. Any driver who has accumulated sixty (60) days at the end of the preceding school year will be granted fifteen (15) days per year instead of fourteen (14). Full-time, regularly employed bus drivers assigned to a regular or special education route shall accumulate to a maximum of 240 days.

8.1.2 Use of sick days for personal reasons shall be allowed upon the prior written approval of the Superintendent. No sick days shall be approved to be used for personal reasons where a substitute cannot be found. Sick days may not be used for personal reasons during the first 5 days or last 5 days of school or immediately before or after a holiday without the approval of the Superintendent or his/ her designee for emergency situations. No more than 2 bus drivers may use sick days for personal reasons on any given day, districtwide, except in emergency situations.

8.15 Sick Leave Lottery

All drivers shall be granted access to a sick leave lottery should a need arise from an extended catastrophic illness which requires an absence beyond the number of sick leave days that employees may have accumulated. Before granting the request, the Committee must elicit affirmative answers to the following:

1. Has the employee exhausted his/her personally accumulate sick leave?
2. Is the absence from work due to prolonged illness or injury to the employee or spouse or children of the employee? Examples would include, but not be limited to, heart attack, cancer, car accident, major surgery, etc. This program would not be used for short term illness.

If the above criteria is met the following procedure would be followed:

1. The driver needing additional days would petition for those days from the district through a sick leave lottery to a maximum of 45 days.
2. A representative from the administration and from the union will meet to approve or deny the request.
3. The union would ask any drivers who have more than fifteen (15) days of accumulated sick leave to contribute to the lottery. The number of days

- contributed would depend on the number of days the petitioner needs and the number of drivers volunteering. No driver would be required to participate in this lottery. Drivers would sign up in writing to contribute to the lottery.
4. An official from the union and a representative from the district office will put all names into a pool and draw enough names to cover the days needed by the petitioner.

## 8.2 Bereavement Leave

Each staff member shall be entitled to two (2) days of bereavement leave per year, of no more than ½ day increments without loss of pay. Twenty-four hours advance notice to the Superintendent and principal is required, except in emergency situations.

## 8.3 ~~Emergency Personal Leave~~ REPLACED AS # 8.1.2

~~A maximum of three (3) days personal days shall be allowed upon the prior written approval of the superintendent. No such day shall be approved for recreational, vacation, shopping, work purposes (personal business) or where the activity may be scheduled on a non work day. No such day shall be approved where a substitute cannot be found. At the end of the year, all unused personal leave days shall be rolled over as sick leave days.~~

## 8.4 Jury Duty

There shall be no loss in salary because of jury duty or because a unit member, pursuant to subpoena issued by the clerk of a court and served upon such unit member attends as a witness upon trial of a school related matter or to have his or her deposition taken in any school related matter pending in court, except that the board may make a deduction equal to the amount received for such jury duty or for per diem fees which the member of the unit is entitled to received for complying with such subpoena.

## 8.5 Maternity Leave

Each member of the Unit shall be entitled to use her accumulated sick leave for temporary disability due to pregnancy or pregnancy related causes. In the event the member of the Unit has exhausted her sick leave, the member of the Unit shall be granted a non-paid leave of absence for such remaining time as the member of the Unit is temporarily disabled due to pregnancy or pregnancy related causes, not to exceed the remainder of the school year. The disability may be confirmed by a physician appointed by the District and paid by the District. Any maternity leave granted under this section also shall be computed against the time.

## 8.6 School Days Cancelled

The District will make every effort to notify drivers as soon as possible in days when school is cancelled.

ARTICLE IX  
MEDICAL TESTS

9.1 Drug Testing

The District will pay the cost of school bus driver drug tests and any other tests required by law (example: TB) when obtained at a district designated facility.

9.2 Physical Exams

The full cost of the annual physical exam required by law shall be reimbursed by the District.

9.3 CDL

The District shall pay the cost of the CDL.

ARTICLE X  
INSURANCE PROGRAM

10.1 Insurance

The Board shall contribute the cost 100% of the full single premium for those who qualify under the insurance carrier's plan. The Board shall provide life insurance as required by the plan for those who qualify under the insurance carriers plan.

ARTICLE XI  
EFFECT OF AGREEMENT

The terms and conditions of this agreement are in effect as of August 2019, to the day prior to the beginning of the 2022-2023 school year.

<b>12.1 ARTICLE XII SALARIES AND COMPENSATIONS</b>					
<b>School Bus Drivers Salary Schedule 2019-2022</b>					
	<b>SUB DRIVERS</b>	<b>Daily Rate</b>			
<b>Route Type</b>	<b>2019-2022</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	
<b>Regular Bus Route</b>					
Large Bus (33 or more)	102.59	\$ 108.84	\$ 113.20	\$ 118.86	
Small Bus (32 or less)	79.63	\$ 85.53	\$ 88.95	\$ 93.40	
<b>12.2 Kindergarten &amp; Early Childhood</b>	40.58	\$ 45.91	\$ 47.74	\$ 50.13	
<b>12.3 Jacksonville All Day Runs (\$5 INC./yr</b>	145.27	\$ 150.93	\$ 155.93	\$ 160.93	
<b>12.4 Summer School Route</b>	69.46	\$ 75.22	\$ 78.23	\$ 82.14	
Noon City Route (NONE NOW)	27.93	\$ 33.08	\$ 34.40	\$ 36.12	
Hazardous Route	79.63	\$ 85.54	\$ 88.97	\$ 93.41	
Extracurricular 1 – 3 hour minimum	35.17	\$ 36.63	\$ 38.10	\$ 40.00	
		2019-2020	2020-2021	2021-2022	
<b>12.5 Mid Day Run</b>	11.72	\$ 12.21	\$ 12.70	\$ 13.33	
Extra-Curricular (Up to 15 hours)	11.72	\$ 12.21	\$ 12.70	\$ 13.33	
Over 15 hours on a single day	10.02	\$ 10.48	\$ 11.00	\$ 12.00	
Overnight	10.02	\$ 10.48	\$ 11.00	\$ 12.00	
* Driver Supplement per day		\$ 17.50	\$ 17.50	\$ 17.50	

\* Drivers working at least both morning and evening routes, but who do not work 30 hours per week in the district will be paid in addition as stated above.

#### 12.6 Illinois Municipal Retirement Fund Credit

Each driver shall be notified by October 1<sup>st</sup> of each year as to the number of credit hours received under IMRF for each route. Extra run assignments scheduled at the beginning of the school year shall apply to IMRF credit hours. (requires 600 hours)

## 12.7 Meals

In the event that the bus stops for a meal during an extracurricular driving assignment, the District shall reimburse the driver for his/her meals up to \$7.00 per meal - \$21.00 per day maximum. A receipt is required for reimbursement. (Jacksonville driving assignments will continue to receive \$6.00 for one (1) meal per day. Once the current Jacksonville drivers are no longer driving that route, the meal allowance for the Jacksonville route will be discontinued.)

**1. Bus drivers are granted meals paid under the following circumstances:**

**\*When a bus driver is on an all day trip.**

**\*When a bus driver finishes their route at approximately 4:30p.m. and must be ready for a trip within 30 minutes.**

**\*When a bus driver is on a trip lasting four hours or more.**

**4-8 hour trip = 1 meal**

**8-15 hour trip = 2 meals**

**Over 15 = 3 meals**

**2. Suggestions to assure a bus driver has access to a meal:**

**\*When a bus stops for a meal during an extracurricular driving assignment.**

**\*Hospitality rooms offered at some locations such as;**

**Macomb, Carrollton, Jerseyville sporting events (to name a few)**

**\*Some fast food establishments offer bus drivers free meals**

**\*Concessions at the extracurricular event (requires an itemized receipt)**

**3. Circumstances that would not meet the necessary meal plan guidelines include:**

**\*In town trips**

**\*parade trips which are under 4 hours**

**\*other trips under 4 hours**

The above list provides examples and isn't intended to be a complete list.

Bus Drivers will submit an itemized receipt for eligible meal expenses as stated in section one of this memorandum of understanding.

## 12.8

The board will reimburse drivers for substantiated emergency calls made on personal cell phones. Drivers may check out the districts cell phone with preference given to longest routes.

## 12.9

Upon retirement from the District, an employee with at least ten (10) years of experience with the district will receive a \$500 retirement bonus.

ARTICLE XIII  
AUTHORIZED DEDUCTION

AUTHORIZED DEDUCTION

It is recognized that the Union's duties as the sole and exclusive bargaining agent entail expenses. The employer shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deduction. Dues revocations are processed by the union. In the event that an employee revokes their dues in accordance with the terms in which they authorized the dues deductions, the Union will notify the Superintendent or his/her designee after the close of the revocation window.

This Agreement is signed this 17<sup>th</sup> day of July.

In Witness Whereof:

for the Pikeland Federation of Support Personnel, Local # 6043.

[Signature]                      [Signature]  
President                                      Secretary

For the Board of Education School District #10

[Signature]                      [Signature]  
President                                      Secretary