

AGREEMENT

BETWEEN

THE

PEORIA HEIGHTS SCHOOL DISTRICT #325 BUS DRIVERS, IFT, AFT, AFL-CIO

AND

THE BOARD OF EDUCATION, PEORIA HEIGHTS COMMUNITY UNIT SCHOOL DISTRICT #325

2019 - 2021

TABLE OF CONTENTS

PARTIES TO THE AGREEMENT AND RECOGNITION 2

EFFECT OF AGREEMENT 2

DEFINITION OF RESPONSIBILITIES AND RIGHTS 2

CONDITIONS OF EMPLOYMENT.....3

SENIORITY6

JOB CLASSIFICATION.....6

REGULAR ROUTES7

SICK LEAVE 7

ATHLETIC AND EXTRACURRICULUAR TRIPS..... 8

PAY AND GENERAL POLICY..... 8

DISCIPLINE PROCEDURE10

EVALUATIONS10

GREIVANCE PROCEDURES10

DURATION OF AGREEMENT12

Definitions:

Superintendent – is Superintendent of Peoria Heights
Community Unit School District #325

Administrator – is Superintendent or Building Principal
in Peoria Heights Community Unit School District #325

I. PARTIES TO THE AGREEMENT AND RECOGNITION

- A. The Board of Education of District No. 325, Peoria Heights, Illinois, herein referred to as the "Board", hereby recognizes the Peoria Heights Education Association, AFT, hereinafter referred to as the "Union", as the sole and exclusive bargaining agent with respect to wages and working conditions for all regular employees of the transportation department.
- B. The Board agrees not to negotiate with any individual and/or group other than the Union for the duration of this Agreement.
- C. Negotiation meetings shall be held as necessary at times and places agreed to by both parties. These meetings shall last no longer than three hours, unless mutually agreed upon by both parties.
- D. Negotiations shall begin no earlier than April 1, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.

II EFFECT OF AGREEMENT

- A. The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the union and board hereto. The terms and conditions of this agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the union and board in a written amendment.
- B. 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 or 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. Should any article, section, or clause of this agreement be changed, it shall be done by mutual agreement between the Board and the Union.
- C. The Board and the Union agree that under no circumstances will it or any of its member organizations authorize, sanction, condone, or acquiesce in, nor will any member of the various organizations it represents take part in any strike, withholding of services, or work stoppage of any kind or nature. Strikes, withholding of services, and work stoppages shall be deemed to include, but not limited to: slow-downs, sit-ins, concerted mass sickness, or any curtailment of work or interference with the operations of the School District, including picketing or demonstrating of any kind during the term of this contract. The Union further agrees that it or its member organizations will not engage in any sanction activities or other types of boycott. The Board shall have the right to discipline any employee for taking part in any illegal strike to the extent and in the manner provided by law.

III. DEFINITION OF RESPONSIBILITIES AND RIGHTS

- A. The Board agrees to participate in good faith negotiations with the duly designated representatives of the Union. Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith with respect to salaries, working conditions, fringe benefits, and grievance procedures.
- B. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals in the course of negotiations and to reach tentative agreement which shall be reduced to a writing and presented respectively to the Board for official approval and Union membership for ratification.

- C. The Board agrees that full time bus drivers shall have the right to organize, join, and assist the Union, to participate in professional negotiations with the Board. Employees shall also have the right to refrain from any or all of such activities.
- D. No member of the transportation staff shall be discriminated against for any purpose or in any respect by reason of his/her membership in the Union or for participation in the process of negotiations or resolving of grievances.
- E. During negotiations, tentatively agreed upon material shall be prepared for the Board and the Union and initialed prior to the adjournment of the meeting at which such agreement was reached.
- F. Each employee shall have the right, upon request, to review the contents of their own personnel file and under the supervision of the Superintendent place therein written, dated and signed reactions to any of its contents.
- G. An employee will be given written notice when he/she is required to appear before the Superintendent, or Board concerning matters which could affect the drivers continued employment, to appear and be entitled to have a representative of the union present. Union member will be another bus driver employed by the district. Transportation Director may be asked to attend by employee, Superintendent, or Board of Education.
- H. A) Administrators and their agents at all times shall treat bus drivers with courtesy and respect. B) Bus drivers shall treat all administrators, Board members, parents, teachers, students and others with courtesy and respect. C) No abusive language or profanity will be allowed by the bus drivers in the presence of students. D) Smoking is prohibited at all times on the bus. E) Failure to abide by the above will be sufficient cause for discharge.
- I. The Director of Transportation/ or Appointee will make the decision whether any material will be placed in the drivers personal file and therefore notify the driver or drivers involved.

IV. CONDITIONS OF EMPLOYMENT

All employees shall adhere to the following conditions of employment:

- A. Proper certification as prescribed by the State of Illinois.
- B. Complete daily lists for bus operation.
- C. Complete all paperwork such as mileage sheets, trip sheets, and rider ship count. Turn information into Transportation Director/or Appointee's office weekly.
- D. Each driver will fill out inspection sheets and properly complete all required paper work daily.

SCHOOL BUS DRIVER'S PRETRIP INSPECTION FORM

School District or Contractor's Name _____

Bus Identification No. _____ Date _____ Time _____

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

Open Hood and Check:

- S U**
- Oil
 - Coolant
 - Battery
 - Transmission Fluid
 - Master Cylinder Brake Fluid

- S U**
- Power Steering Fluid
 - Washer Fluid
 - All Belts
 - Wiring

With Engine Running, Driver Activates All Exterior Lights, Walks Around the Bus & Checks:

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

Signature of person performing above inspection if not the driver / Date _____

Driver Enters Bus and Checks:

- S U**
- Steps
 - Cleanliness
 - Seats
 - Seat Belts (if applicable)
 - Windows

- S U**
- Warning Devices
 - Fuses
 - First Aid Kit
 - Fire Extinguisher
 - Lettering

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

Driver Starts Engine, Activates All Interior Lights and Checks:

- S U**
- Steering Wheel
 - Windshield Wipers & Washers
 - Heater and Defroster
 - All Interior Lights
 - Horn
 - Service Door (open & close)
 - All Mirrors (adjustments)
 - Sun Visor
 - Emergency Exits (windows & doors) & Alarms
 - Clutch (if applicable)
 - Braking Warning Alarm

- S U**
- Controls and Indicators
 - Ammeter (voltage meter)
 - Gear Shift Lever
 - Neutral Safety Switch
 - Water Temperature Gauge
 - Fuel Gauge
 - Vacuum or Air Pressure Gauge
 - Odometer
 - Switches
 - Driver's Seat Belt

Drive Bus Forward and Apply Brakes.

- S U**
- Service and Emergency Brake Operation

REMARKS _____

Signature of Driver _____

Signature of Mechanic Making Repairs/Adjustments _____

Date Repairs/Adjustments Completed _____

TS 2332 (Rev. 9/99)

E. Pumping all gas, checking, and adding oil if necessary will be the responsibility of the bus driver on his/her bus being used.

BUS VEHICLE – Post Trip Inspection and Erratic Driving Reports

F. Bus/Vehicle Post-Trip Inspection

All school bus drivers, no other person, whether employed by the School District or private sector school bus company, shall perform a visual sweep for children at the end of a route, work shift or workday by: (1) activating interior lights of the school bus to assist the driver in searching in and under each seat, and (2) walking to the rear of the school/vehicle checking in and under each seat. Leaving a child on the bus at the end of the route or trip is inexcusable. It is the bus drivers **RESPONSIBILITY** to see that no child is left on the bus. Failure to thoroughly check the bus will result in the termination of the bus drivers employment. It is a **Class 4 felony** if the bus driver is convicted of leaving a child on a school bus. Check for items that have been left, trash on the floor (sweep the bus if needed), and any damage to the seats.

RECORD ANY PROBLEMS – Record any mechanical or functional trouble and/or damage to the bus that may have occurred since the initial daily report. If immediate attention is needed, make sure the proper person is notified.

If a mechanical post-trip inspection reminder system is installed, the driver shall comply with the requirement of that system.

Erratic Driving Reports

Each school bus shall display a sign at the rear, with letters and numerals readily visible and readable indicating the district's telephone number for the purpose of reporting a school bus drivers erratic driving.

Reports of erratic school bus driving shall be accepted in the following manner:

1. Calls to report erratic driving shall be directed to the Superintendent or designee.
2. The Superintendent or designee shall conduct an internal investigation of the events that led to each complaint.
3. The Superintendent or designee shall inform the complaining party of the results of the investigation and the action, if any, taken to remedy the situation.

V. SENIORITY

- A. The Board and Union agree that Seniority as defined in this Agreement shall be the sole and controlling factor for all transfers, lay-offs, and re-employments.
- B. Seniority: the length of continuous service of full time bus drivers in the school district. Upon employment, each employee shall receive a Seniority date which shall be the date of his/her employment. If two or more employees have the same Seniority date, the employee with the earlier application time is senior. If two or more employees still have the same Seniority, the employer or administration shall conduct a drawing of lots witnessed by an authorized Union representative.
- C. Continuous service is broken by one of the following:
 - 1. Voluntary quitting;
 - 2. Discharge for proper cause;
 - 3. Failure of the employee to return to work at the expiration date of an approved leave of absence or recall to work after a layoff when ten or more work days of notice has been delivered to the employee by certified or registered mail at the address filed by the employee at the district office.
 - 4. More than 5 days without pay per school year.
- D. Continuous service shall not be broken and shall continue to accumulate during an approved leave of absence, layoff, or disability after accumulated sick leave days have been used. Refer to Article VIII E.
- E. A Seniority list shall be prepared annually by the district Director of Transportation and delivered to the Union and Board no later than October 1 of each school year.
- F. No seniority can be accrued as a substitute driver.
- G. Layoffs or decreases in the number of employees covered by this Agreement shall be made in reverse order of Seniority with the least senior employee being laid off first.
- H. If a position or job is abolished, a full time employee may exercise his/her seniority to "bump" a less senior employee with the bumped employee being able to exercise the same bumping right until the least senior employee is laid off. Failure of an employee to exercise his/her bumping right will negate the employee's seniority or recall right.

VI. JOB CLASSIFICATION

- A. Full Time – A full time driver drives at least 4 hours daily, but must include an a.m. and p.m. run, and designated by the Director of Transportation as full time.
- B. Substitutes and Bus Monitors – Drivers on call. Substitute Driver's and Bus Monitors may or may not be needed on a daily basis. The need for substitute bus drivers and monitors will be determined at the start of each school year and will be used only as needed. The salary for substitute bus drivers and monitors will be determined by the school district at the beginning of each school year.

VII. REGULAR ROUTES

- A. Only full time drivers covered under this agreement will drive regular routes unless it is necessary to use substitute drivers. In the absence of a full time driver, a substitute driver will be given first priority in driving said route. A full time driver cannot take a substitute drivers run if it is a regular route for the substitute driver, unless assigned by the Transportation Director/or Appointee.
- B. Transportation Director/or Appointee will assign all bus routes.
- C. It is each driver's responsibility to keep the bus clean and to report any mechanical problems to the Director of Transportation/or Appointee daily.
- D. Bus drivers will wait for seven minutes after the dismissal time of school for students to load the bus. The responsibility for students to arrive at the bus on time will be the students' and their teachers'.
- E. All district drivers will be issued keys to available buses as needed.
- F. Drivers will be notified of any special education students on their buses and will be alerted as to their particular needs and problems. Bus drivers will be alerted to any potentially serious medical problems of any student riding their buses.
- G. Bus drivers will receive a school calendar, and notice of route two weeks before the start of school year.
- H. If a student misbehaves on the bus or at the bus stop in view of bus driver, a disciplinary notice will be written by the driver and, if agreed to, signed by the principal. One copy will go to the parent(s) of the student; one copy will go to the student's building principal; and one copy will be filed with the Director of Transportation. If a student receives three disciplinary notices in one school year, the student's bus privileges may be discontinued after a Board hearing.
- I. Drivers will be notified ½ hour in advance when their assigned buses are not available, when possible, by the Director of Transportation.
- J. Bus drivers will be paid one (1) hour's pay when school is cancelled less than one (1) hour before he/she must begin duty.
- K. Full time bus drivers will be paid (2) hour's pay if trip is cancelled less than (1) hour before he/she must begin duty or delayed more than (1) hour and the full time bus driver gave up their regular route for the day.

VIII. SICK LEAVE AND SUBS

- A. It is the Director of Transportation's/or Appointee's responsibility to contact substitute drivers when they are needed.
- B. Drivers should notify the Director of Transportation/or Appointee the night before their absence whenever possible. If this is not possible, the driver must give reasonable amount of time for the Director of Transportation/or Appointee to contact a substitute driver.
- C. When Director of Transportation/or Appointee is unavailable each driver is responsible for contacting a substitute driver from the approved substitute driver list. The Director of Transportation/or Appointee shall be notified as soon as possible with substitute driver information.

- D. The Board of Education will pay drivers 5 hours of pay for each sick leave or personal leave day used.
- E. The Board of Education each year shall grant full time bus drivers who have accumulated 240 sick leave days \$10.00 per day up to a maximum of 12 days per year, for each unused day of sick leave beyond 240 days. Sick leave days that can be used will remain the same (180), and the additional 60 days will be banked to be used for retirement purposes only.
- F. The Board of Education will require a physician's certificate, or if the treatment is by prayer or spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of five (5) consecutive work days for personal illness. Such certificates may be required in other cases, as the Board of Education deems necessary.

IX. ATHLETIC AND EXTRA-CURRICULAR TRIPS

- A. Director of Transportation/ or Appointee will assign extra-curricular or activity trips on a rotating basis to full time drivers before substitute drivers are asked. If the trip occurs during regular daily routes, a substitute driver will be assigned to do the driver's regular route.
- B. If a full time driver refuses their appointed trip, it is the responsibility of that full time driver to find a replacement driver. Full time drivers who refuse to work extra-curricular or activity trips may lose their status as a full time driver.
- C. Drivers will receive notice of extra-curricular trips when possible at least one week in advance.
- D. Drivers on extra-curricular trips will be allowed to leave the activity with the bus in order to eat and/or fuel bus, as long as the coach or teacher is notified as to the driver's location.
- E. Drivers will be provided with specific directions to all locations by the Director of Transportation/or Appointee. Drivers are expected to show up at pickup spot on time, and deliver students on time to activity.
- F. On daytime trips, the teacher or coach will be notified as to the time the driver must leave to return to school for a regular route. All daytime trips will begin no earlier than 9:00 a.m. and must return to school by 2:30 p.m. unless mutually agreed upon by Teacher or Coach, Principal, and Director of Transportation/or Appointee. If the group does not complete their activity by this time, the driver will return to school, do the regular route, and then return to pick up the students involved in the activity.
- G. Drivers are not responsible for items left on the bus during events.
- H. Teacher, coach, or sponsor of classroom, athletic, or extra-curricular activities must accompany their group on trips. Failure to do so will result in no trip to be taken.

X. PAY AND GENERAL POLICY

- A. Drivers will be paid twice each working month, approximately on the 15th and 30th.
- B. Drivers will be notified of lay-offs or reductions in work hours at least thirty (30) days before the start of the school year.

XI. DISCIPLINE PROCEDURES

No full time employee covered by this Agreement shall be subject to suspension, discharge, or disciplinary action without the following:

1. Charges in writing
2. Right of Union representation at all times
3. Right to the grievance procedure for satisfactory resolution

XII. EVALUATIONS

- A. All drivers will be evaluated by May 1 of each school year by the Director of Transportation as deemed necessary.

XIII. PROCEDURES FOR PRESENTING GRIEVANCES

Section I. Definition:

A grievance shall mean a complaint concerning the administration or interpretation of this Agreement and Board of Education Policy.

Section II. General Provisions:

- A. Any individual employee or group of employees may present grievances in accordance with the provisions of this Article XIII and have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union representative has been given an opportunity to be present at the adjustment.
- B. No bus driver at any state of the Grievance Procedure will be required to meet with any administrator without his/her PHEA representative and another administrator.
- C. Hearings and conferences 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 school hours, or during non-driving time of personnel involved.
- D. A bus driver who participates in the Grievance Procedure shall not be subjected to disciplinary action or reprisal because of such participation.
- E. The bus driver and his/her PHEA representative have the right to be present at all hearings and meetings concerning the grievance, exclusive of executive sessions unless requested to attend.
- F. The bus driver, his/her PHEA representative, and Board shall have copies of all testimony and all material submitted by all parties concerned in the grievance.
- G. The administration has the responsibility to consider and take action, within authority delegated to them, on grievances presented to them.
- H. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging of an appeal at the next step of this procedure within the time allotted had the decision been given.

- I. A grievance may be initiated and/or conducted by:
1. a bus driver in his/her behalf;
 2. a bus driver accompanied by his/her PHEA representative;
 3. the PHEA in accordance with paragraph M of Section II.
- J. All references to days shall mean days when the district's business office is open.
- K. All time limits may be extended by mutual agreement between the parties.
- L. A grievance shall be filed within ten (10) days following the occurrence. A grievance not filed within such time shall be waived.
- M. Class Grievance:
- A class grievance is a grievance within the definition of this Article which affects or has an impact on more than one employee in the same manner. Such grievance may be filed by any one member if the class or the PHEA provided that the grievance identifies descriptively the class and the employees affected. Equal numbers of administrators and board members (if necessary) may be in attendance at all class grievances.

Section III. Professional Grievance Procedure:

- A. Step 1. The Director of Transportation and any one building principal shall, within ten (10) days of the receipt of the written grievance, confer with the grievant to try to resolve the grievance. He or she may have his/her PHEA representative present. Failure of the grievant to confer with the Director of Transportation and Building Principal within the allotted time will void the grievance. Within ten (10) days after the completion of the conference, the Director of Transportation and Building Principal shall give their written decision to the grievant.
- B. Step 2. In the event the grievance has not been resolved in the first step, the bus driver may file a written appeal to the Superintendent. The written appeal shall be made within ten (10) days after the receipt of the Director of Transportation and Building Principal's written decision. Within ten (10) days of the receipt of the written appeal, the Superintendent and any one board member shall confer with his/her PHEA representative and the grievant in an effort to resolve the grievance. The Superintendent, within ten (10) days following the conference shall file his written decision with the grievant and the building representative.
- C. Step 3. In the event the grievance has not been resolved in the second step, the bus driver may submit a written appeal to the Board of Education. Such written appeal shall be within thirty (30) days after receipt of the Superintendent's written appeal, the Board shall hold a hearing on the grievance. Within fifteen days after the hearing, the Board shall communicate its decision in writing to the grievant.
- D. Step 4. Within thirty (30) days after receiving the written decision of the Board, the bus driver may submit the grievance to arbitration under the voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall follow the standard rules of the AAA, and his/her decision shall be binding on all parties. Expenses for the arbitration services shall be borne equally by the school board and the PHEA.

XIV. DISTRICT #325 POLICY

District #325 Policy will cover any matter not in this agreement.

XV. COMPLETE AGREEMENT

It is agreed that this Agreement contains the complete understanding between the parties for the term of this contract. Any additions, deletions, changes, amendments or waivers affecting the terms of this Agreement shall be discussed by mutual agreement of both parties. Any agreements, amendments, or changes arrived at as a result of such discussions shall become effective upon being reduced to writing and being signed by both parties.

XVI. SAVINGS CLAUSE

Section 1. Should any part of or any provision herein contained by rendered or declared invalid by any reason of any existing or subsequently enacted legislation, or by any decree or order of a Court or board of competent jurisdiction, such invalidation of such part or portion of agreement shall not invalidate the remaining portion hereof; provided, however, upon such invalidation, the parties to this agreement, meet to renegotiate an article or provision which will meet the objections to this invalidity and which will be accord with the intent and purpose of the article or provision in question.

Section 2. The remaining part of provision shall remain in full force and effect.

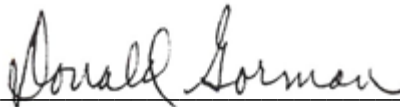
XVII. TERM OF CONTRACT

Section 1. The term of this agreement shall be for two (2) years effective July 1, 2019.

Section 2. This agreement shall continue in full force and effect year to year thereafter except by written notice given by either party at least sixty (60) days but not more than ninety (90) days prior to July 1, 2019, or at least (60) days but not more than ninety (90) days prior to July 1 of any year thereafter, either party may notify the other of its desire to amend, modify, or terminate this agreement.

Dated this 12th of June, 2019

For the Peoria Heights Bus Drivers
IFT, AFT, AFL-CIO



For the Board of Education
School District #325

Peoria Heights Community Unit School District #325

10-20.2b of The School Code. That section, which was recently added by P.A. 85-611, provides as follows:

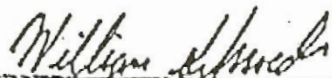
To effectively and efficiently utilize the skills and talents of their professional staffs, all school boards shall initiate meetings and meet with the local collective bargaining representatives of their certificated and non-certificated employees for the purpose of developing and implementing within their respective districts an agreed plan designed to reduce the amount of paperwork and other routine tasks otherwise included in teachers' schedules in order that teachers have more time to teach. Such agreements shall be filed by all school boards in the office of the appropriate regional superintendent of schools no later than June 1, 1988.

Peoria Heights Community Unit School District #325 and the Peoria Heights School District #325 Bus Drivers, IFT, AFT, AFL-CIO in their reduction of paperwork plan have agreed to continually work together to reduce the amount of paperwork and other routine tasks otherwise included in bus driver's schedules in order that teachers have more time to teach.

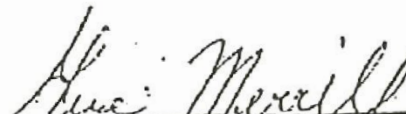
Approved

7/13/88

Date



For the Peoria-Heights School
District #325 Bus Drivers,
IFT, AFT, AFL-CIO



For the Board of Education,
Peoria Heights Community Unit
School District #325