

ARTICLE I

Recognition

Section 1.1.

Recognition of the Association

The Board of Education for St. Charles Community Unit School District 303 recognizes the St. Charles Transportation and Maintenance Association - IEA/NEA as the sole and exclusive bargaining agent for all bus drivers, bus monitors, custodians, mechanics, maintenance, grounds, audio visual technicians, security and mail route personnel employed by the Board, excluding all supervisory (including lead drivers), managerial, confidential, short term personnel, support personnel, teachers, and students as defined by the Illinois Educational Labor Relations Act.

ARTICLE II

State Laws

Section 2.1.

Compliance Required

All employees shall conform to all State of Illinois Laws and Regulations regarding school transportation and safety. The District is responsible for developing procedures to comply with any law or regulation.

ARTICLE III

Terms of Contract

Section 3.1.

Terms of Contract

The Board and SCT&M recognize that the terms of the contract refer to the terms and conditions of employment and apply to all bargaining unit members as defined in Article I.

ARTICLE IV

Definitions

Section 4.1.

Terms and Definitions

The Board and SCT&M agree on the following terms and definitions:

4.1.1. Day

Any day that the District office is open for business.

4.1.2. Work Week

Starts Sunday at 12:01 a.m. through Saturday 12:00 midnight.

4.1.3. Full-time School Term Employee

A member of the bargaining unit who is paid for thirty (30) hours or more a week for a period of thirty-six (36) weeks in a year

4.1.4. Full-time Year Round Employee

A member of the bargaining unit who is paid for forty (40) hours per week for a period of fifty-two (52) weeks in a year

4.1.5. Mid-day Routes

Any route that runs at a time other than a regular A.M. or P.M. route.

ARTICLE V

Bargaining Unit Work

Section 5.1.

Bargaining Unit Work Defined

Subject to the provisions of sub-section 5.2, work currently and customarily performed by SCT&M's bargaining unit employees shall not be transferred to non-bargaining unit employees except in emergencies.

5.1.1. Definition

"Work currently and customarily performed" shall be defined as that work which the Bargaining Unit has performed and not sent to outside vendors as of the time of recognition by the Illinois Education Labor Relations Board.

Section 5.2.

Subcontracting

Prior to the District's decision to sub-contract bargaining unit work, the District will notify SCT&M and, at the request of SCT&M, will meet and discuss:

1. Reasons for considering a sub-contractor;
2. Work the sub-contractor will be asked to perform; and
3. Alternatives to sub-contracting.

The District will give good faith consideration to the union's alternatives.

Section 5.3.

Duty to Negotiate

In the event the District ultimately decides to sub-contract the Bargaining Units work, the District will negotiate the effect and/or impact of such decision.

ARTICLE VI

Negotiations Procedure

Section 6.1.

Mediation

If the parties cannot reach an agreement, mediation shall take place in accordance with the Illinois Educational Labor Relations Act.

Section 6.2.

Time of Negotiations

Negotiations for future agreements will begin as soon as both parties agree, but no later than May 1st of the year the contract expires.

ARTICLE VII

Board Agenda and Minutes

Section 7.1.

Board Minutes

The President of SCT&M shall receive a complete copy of each Board meeting agenda and the subsequent minutes of each meeting. This information will be forwarded from the Secretary of the School Board. The President shall also receive the same informational Board meeting items currently provided to other Association Presidents.

ARTICLE VIII

Association Activities

Section 8.1. **Use of School Buildings**

SCT&M shall have the right to use the school buildings with prior approval from the building principal for meetings for the purpose of conducting association business. Such use of school facilities shall not disrupt the normal school routine. Any extraordinary expense resulting from Association use will be reimbursed by the Association within 10 days unless other arrangements are made with the District.

Section 8.2. **Association Communications**

SCT&M representatives, identified by the Association President, may use employee mail boxes and bulletin boards to distribute official association communications. A bulletin Board for the exclusive use by SCT&M will be provided in each work site where members of the bargaining unit are assigned. The location of the bulletin board in each facility will be determined by the Director of Facilities and the SCT&M President. The Association will assume responsibility for all SCT&M materials distributed pursuant to this Article.

Section 8.3. **Association Business**

Duly authorized representatives of SCT&M identified by the President of SCT&M to the Superintendent or designee will be permitted to transact official SCT&M business on school property any changes in the representatives will be communicated to the Superintendent or designee as soon as possible. The Union will make every effort to conduct Association business outside work hours; however, authorized representatives may be permitted to conduct association business provided advance authorization is given by the Superintendent or designee.

Section 8.4. **Association Released Time**

A minimum of ten (10) days per school year or 80 hours may be used by SCT&M to send representatives to local, state or national meetings, or to conduct SCT&M business without loss of salary, sick days, or personal days. SCT&M will reimburse the district the cost of a substitute if a substitute is used. The rate of reimbursement will be at the lowest rate on the salary schedule. The President of SCT&M shall notify the Superintendent or designee in writing, prior to using any association leave time.

ARTICLE IX

Transportation

Buses

Section 9.1.

Assignment

The assignment of buses to drivers will be at the discretion of the Director of Transportation.

Section 9.2.

Temporary Assignment

The Director of Transportation or designee may temporarily assign any bus to a trip or activity.

Section 9.3.

Special Education Bus

Special education buses are assigned to a route not a driver.

ARTICLE X

Transportation

Routes

Section 10.1. **Establishment and Composition**

The establishment and composition of routes shall be the responsibility of the Director of Transportation.

Section 10.2 **Viewing the Composition**

The Director of Transportation will make available to the drivers for viewing the composition of all routes one day prior to the Route Pick Day.

Section 10.3. **Selection of Routes**

All routes will be open for selection at the beginning of each school year. Seniority will be used as the determining factor in selecting routes unless reasonable cause exists for denying such selection. The Director of Transportation will notify drivers of route assignments prior to the start of the school year, but in any event, no later than five (5) work days after the first day of school.

Any change in the configuration of the route assignment will be communicated to the driver prior to the change becoming effective. There will be no bumping for routes.

Section 10.4. **Posting and Bidding**

Routes that come open during the school term will be posted for a minimum of three (3) work days and a maximum of five (5) work days. Drivers who are interested in the open routes will submit a written bid to the Director of Transportation. Seniority will be used as the determining factor in selecting routes unless documented cause exists for denying such selection. A driver is limited to one successful bid per school year. If no one bids on a route it goes to the person who has seniority on the list.

Section 10.5. **Bidders' Vacancy**

Any vacancy resulting from a successful bid may be filled by the Director of Transportation for the balance of the semester. Thereafter, all affected routes shall be selected in accordance with section 10.3 at the beginning of the next semester.

Section 10.6. **Add-On Routes**

All add-on routes will be assigned by seniority to the extent that the additional route time is geographically compatible and would not cause the total route time to exceed forty (40) hours per week. New routes may be established if the total driving time exceeds forty (40) hours per week.

Section 10.7.

Definition of Normal Route

A normal route shall be defined as being at least four hours in length; two (2) hours in the A.M. and two (2) hours in the P.M. Drivers on normal routes will receive fifteen (15) minutes before time for first scheduled pick-up, and fifteen (15) minutes after last drop-off, for A.M., P.M., mid-day routes. Each driver will be given fifteen (15) minutes per day for the purpose of conducting the bus safety inspection, gassing up, and sweeping. If a different bus is issued to the driver during the course of the day, an additional fifteen (15) minutes will be allotted for bus safety inspection, gassing and sweeping.

Section 10.8.

Absent Drivers

Routes involving regularly scheduled transportation of children to and from school (A.M.; mid-day; P.M.) are the primary responsibility of the driver assigned to the route. If a driver is unable to drive, the driver's regular route will be subbed by his or her lead driver, a substitute driver, or by the Director of Transportation.

Section 10.9.

School Closings

When school closings are deemed necessary, and the bargaining unit members have not been notified, either by telephone or by announcement of such closing on the radio, (stations to be listed later) by 5:30 A.M., the morning of the closing, those members who are not notified of the closing in the manner described above and show up to work, shall receive one (1) hour of pay.

Section 10.10.

More Than One Route

A driver may select more than one route as long as he/she does not exceed forty (40) hours of route time per week. This does not prohibit the Director of Transportation from requiring drivers to drive more than forty (40) hours per week on a temporary basis.

Section 10.11

Selection of Special Education Routes

All routes will be open for selection at the beginning of each school year. However, only qualified bus drivers may select special education routes (routes that consist primarily of students with special education needs). A driver qualified for these routes is a driver who has completed the Special Education Route Qualifying Program (which may include lift bus driving). Drivers electing to take part in this training must notify the Director of Transportation no later than October 15.

Prior to the end of the year in which a bus driver enrolls in the Special Education Route Qualifying Program, the driver will be assigned as a substitute for current drivers as needed in order to afford them the experience of transporting special needs students. The district's substitute drivers will be assigned the Special Education Route Qualifying Program participants' regular routes when the Special Education Route Qualifying Program participants drive special education routes. On days the Special Education Route Qualifying Program participants drive a lift bus; they will be paid any lift bus differential in effect at the time.

In the event that not all participants in the Special Education Route Qualifying Program have an opportunity to substitute for current special education bus drivers pursuant to the preceding paragraph, the Director of Transportation will schedule days when a Special Education Route Qualifying Program participant and a lift bus driver share the route ("ride-along") in order for the Special Education Route Qualifying Program participant to obtain experience. On such days, both drivers will be paid any lift bus differential in effect at the time.

Seniority among trained and qualified bus drivers will be used as the determining factor in selecting special education routes unless reasonable cause exists for denying such selection.

Section 10.12

Sub Drivers

Sub drivers are offered their starting time by seniority in that position.

ARTICLE XI

Summer Work and Extra Work

Section 11.1.

Definition of Summer Work

For the purpose of this section, summer work will be defined as work which can be performed by bargaining unit members during the summer that does not conflict with the member's regular duties. Bargaining unit members are offered the positions by their seniority in that position. District summer painters will be entitled to take summer trips.

Summer work shall include but not be limited to: trips, and other activities which involve driving a District bus or van, summer routes, which are different from school term routes for the purpose of summer school, and such other work as may be deemed necessary by the Director of Transportation or other District Department Heads. This summer work information will be made available to the union officers upon request.

Section 11.2.

Summer Work List

Individuals who desire summer work shall sign their name to a list which will be posted thirty (30) days prior to the last day of student attendance for the school year. This list shall be taken down no later than fifteen (15) days prior to the last day of student attendance for the school year. Summer work will be offered to those qualified bargaining unit members who desire summer work by the Department Head offering the work based on seniority. Members must be willing to abide by the job specifications and work the allocated days as posted if the position is three weeks or less. Because summer projects are separately budgeted and contingent upon available funds, rates for summer work will be posted annually at the same time as the project is posted. There shall be one rate for each project.

ARTICLE XII

Trips

Section 12.1. Trip Assignments

After school trips will be selected by order of seniority of all employees eligible to take trips. Trips will be posted in a convenient viewing area on the same day and time on a weekly basis. A driver's first responsibility is to complete his/her route. A lead or substitute driver may shuttle or complete a route. Trips that occur during the school day (trips that start between 7:30 a.m. to 2:30 p.m.) will be assigned to the Lead Driver and substitute drivers. Trading of trips will not be allowed.

Section 12.2. Extra Trips

Regular trips are chosen on Thursday mornings. Any trip that comes in after those trips have been chosen for that week will go to another trip list called Extra Trips. Those extra trips will be offered to the drivers in order of the seniority list and rotation schedule.

Section 12.3. Trip Eligibility

Drivers eligible to be on the trip list are those drivers who have completed their probationary period. For purposes of safety and experience levels, drivers with more than sixty (60) work days but less than one year of experience with District 303 may select trips outside the local geographic area of District 303, solely at the discretion of management. Local geographic area is defined as within fifteen (15) miles of the City of St. Charles, Illinois. Those drivers who are eligible for trips and who choose to not be the trip list, must notify the Director of Transportation in writing. If a driver has not driven to the trip destination before, it is the driver's responsibility to verify the maps provided with the Director of Transportation or the Lead Driver prior to taking the trip. A second driver may be assigned to the trip at the sole discretion of the Director of Transportation.

Section 12.4. Non-Eligibility of Trips

Any driver who has been logged for a total of forty-two (42) hours or more in the previous week (defined as the end of the day on the Friday preceding the regular posting of trips on the ensuing Thursday) will not be eligible to take an after school trip in that rotation cycle unless all other drivers have turned down the trip.

Section 12.5. Cancelled Trips

A cancelled trip is one that has left place of origin and has not arrived at the destination. If a trip is canceled after leaving the place of origin the driver will be paid for any time incurred after his/her route time and placed at the top of the cancelled trip selection list.

Section 12.6. Trip Refusal

If a driver turns in a trip assignment (for any reason), he/she will not be eligible to select a trip in his/her next normal rotation. Trips that are refused, other than in an emergency situation, should be given to the secretary no less than 48 hours prior to the trip.

Section 12.7. Absent Day Trips

If a driver is absent and has a trip scheduled for the next day, the driver has until 3:00 P.M. of the absent day to call and confirm the scheduled trip. Next day confirmation must be made by driver absent on Friday (call in by 3:00 P.M. Friday) to keep the trip scheduled for Saturday and/or Monday.

ARTICLE XIII

Vacancies

Section 13.1.

Definition of Vacancies

For the purpose of this section, vacancy shall mean any bargaining unit position which the Administration determines must be filled to maintain District operations.

13.1.1. Except for the Lead Driver and the Substitute Driver positions (which shall be filled in accordance with Section 13.1.4, except that the Substitute Driver position shall be open for bid at the beginning of each school year), when the Administration determines a vacancy should be filled, that position, shall be posted for a minimum of three (3) days at all buildings where bargaining unit employees work. A description of responsibilities and minimum qualifications will be available upon request from the Human Resources Department at the Administrative Center and for Facilities positions from the Facilities Office and for Transportation positions at the Transportation Office. A copy of the vacancy notice will be sent to the Association President at the same time of the posting.

13.1.2. Bids for vacancies or newly created jobs shall be made in writing to the Superintendent or designee within five (5) work days of the date of posting. The District will accept and consider any documentation provided by the bidder relative to his or her skills, abilities, and qualifications for the posted position.

13.1.3. If the bidders are equal in qualifications with respect to skill, ability, and willingness to perform the required work, then seniority will govern. The employer reserves the right to choose the most qualified candidate for a vacancy. Employees passed over as a result of the most qualified provision will receive a written explanation.

13.1.4. When a lead driver or substitute driver position becomes available, the District shall post the position, along with a description of the minimum qualifications for the lead driver or substitute driver position, for a minimum of three (3) days at all buildings where bargaining unit employees work. Employees wishing to apply for the lead driver or substitute driver position shall submit a bid in writing to the Director of Transportation within five (5) working days of the date of posting.

Employees submitting a written bid for the lead driver or substitute driver position will be required to complete a written application for the position. The District will accept and consider any documentation provided by a bidder relative to his/her skill, abilities, and qualifications for the position.—The District will choose the lead driver or substitute driver from the qualified employees who bid for the position in its sole discretion. Seniority may be considered but is not the determining factor in the filling of the lead driver or substitute driver position.

In the event that no bids are received for the lead driver or substitute driver position from qualified employees, the position will be filled at the sole discretion of the District.

Section 13.2.

No Bidders

In the event there are no bidders for a vacant position, the employer may fill the vacancy with an outside applicant.

Section 13.3.

Withdrawing Bid

Any bidder may withdraw his/her name from consideration at any time prior to being offered the job, however, once the job has been offered, the successful bidder must accept the job and will be transferred to his/her new position as quickly as possible.

13.3.1. Persons successfully receiving a bid will move laterally on the wage schedule as well as vertically. (Maintaining their credited experience on the salary schedule if the new position is in a like position.) The number of lateral bids from any employee will be limited to one successful bid in each school year

13.3.2. A successful bidder shall be considered as a special probationary employee, and must successfully complete a thirty (30) day probationary period before being permanently appointed to the position. An employee review shall be completed on or near the midpoint of the probationary period. If not successful, the employee will be returned to a comparable position, if available, and if no such position is available, the employee will be terminated.

Section 13.4.

Temporary Assignment

When an employee is assigned to temporarily fill a vacancy for a higher paid job classification, the employee shall receive the high wage rate of that position for the hours worked in that position. Any paid holidays during this time will also be compensated at the higher rate provided that the employee has been temporarily filling the vacancy for at least twenty (20) consecutive working days.

Section 13.5

Temporary Transfers

Temporary vacancies shall be filled by the employer; provided, however, that the employer will first ask for volunteers to make the transfer. In the event there are no qualified volunteers, the employer may fill the temporary vacancy by requiring temporary transfers in order of reverse seniority of all qualified employees in the same job classification.

Section 13.6.

Voluntary Termination

Employees will give two (2) weeks notice prior to voluntary termination of their employment. All employees, except those still in the probationary period, will be paid for the vacation time they have earned at the time of termination of employment, unless proper notice as stated in this section is not tendered for such termination.

Section 13.7.

Substituting for the Lead Bus Driver

If a bus driver is requested to substitute for the absence of the Lead Bus Driver for a period of one (1) day or more, the driver will be compensated a differential pay amount of five dollars (\$5.00) per hour plus the driver's regular pay for the period. The driver will receive the differential pay for the entire period and will not be penalized if the driver is requested to perform customary driver responsibilities during any part of the period, such as driving a route.

If the Lead Bus Driver is not absent and a driver is requested to perform a responsibility customarily performed by the Lead Bus Driver, the driver will not be compensated with the differential pay for performing that specific responsibility. It is expected that the Lead Bus Driver, when present at work, will customarily perform all duties assigned to the Lead Bus Driver and there will be no attempt by Administration to circumvent that requirement by transferring the Lead Bus Driver responsibilities to a driver.

The above procedures only apply for isolated or short-term absences by the Lead Bus Driver. If the Lead Bus Driver is absent for a prolonged period of time and Administration chooses to temporarily fill the vacancy, all provision of Article 13.4 will apply.

Step 13.7.1. After School Trips

If a bus driver is requested to substitute for the absence of the Lead Bus Driver on any day of the week, the driver will be ineligible to take an after school trip for the balance of that day. If the driver has a trip scheduled, that trip will become an extra trip, if applicable, or placed on the next scheduled trip list. The driver will not receive a “skip” penalty for not taking the trip.

Step 13.7.2. Next Scheduled Trip List

If a bus driver is substituting for the Lead Bus Driver on the day of the scheduled trip list assignments and the driver has either a “cancelled” or “skip” requirement on that next scheduled trip list, the driver may not exercise the “cancelled” trip or eliminate the “skip” requirement. The driver is also ineligible to pick a trip from the trip list. The “cancelled” and/or “skip” requirements would carry over to the next trip list and would be exercised at that time if the driver was not continuing to substitute as the Lead Bus Driver.

ARTICLE XIV

Discipline Procedures

Section 14.1. Discipline Policy

Written reprimands, suspension without pay and dismissal from employment for disciplinary reasons shall be for just cause. This provision shall not apply to dismissal or change in employment status, which occurs for non-disciplinary reasons, such as because of a reduction in the workforce, nor shall the provision apply to probationary employees. Verbal warnings shall be for cause.

Employee discipline shall, in the usual case, follow progressive discipline concepts, with the disciplinary steps being:

- 1.) Verbal Warning
- 2.) Written Reprimand
- 3.) Suspension Without Pay
- 4.) Discharge

Where, in management's judgment, the circumstances of a particular case and/or the seriousness of a particular offense make the application of progressive discipline inappropriate, the appropriate disciplinary step to be used will be determined by management. Suspension without pay and discharge are subject to the grievance procedure, except that the first step in such procedures shall be the Superintendent's step, where management and the Association so agree.

Disciplinary actions shall not be made public except where expressly required by statute.

ARTICLE XV

Grievance Procedure

Section 15.1.

Grievance Defined

A grievance shall be any claim by the Association, an Employee, or group of Employees that there is an alleged violation, misinterpretation, or misapplication of the terms of this agreement.

Section 15.2.

Timelines

All time limits consist of days which the Central Administrative Office is officially open for business. By mutual agreement the timelines at any Step or Steps may be extended.

Section 15.3.

Grievance Process

The parties acknowledge that it is preferable if an Employee and the Employer resolve problems through free and informal communications. However, a grievance shall be processed as follows:

15.3.1. First Step:

The grievant may present the grievance in writing to the immediately involved supervisor within fifteen (15) days of the date of the incident giving rise to the grievance or within fifteen (15) days of the date the Association became aware of, or should have known of the incident giving rise to the grievance, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The written grievance shall state the nature of the grievance, the specific clause or clauses of the Agreement allegedly violated, and the remedy requested. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association, and the Assistant Superintendent for Human Resources shall be provided with the supervisor's written response, including the reasons for the decision.

15.3.2. Second Step:

If the grievance is not resolved at Step 1, then the Association may refer the grievance to the Superintendent or the Superintendents official designee within ten (10) days after receipt of the Step 1 answer. The Superintendent shall arrange, with the Association representative, for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

15.3.3. Third Step

If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Employer within ten (10) days of the date of the Step 2 answer, then the grievance shall be deemed withdrawn. The demand shall be submitted to the Federal Mediation and Conciliation Service which shall act as the administrator of the proceedings under the American Arbitration Association Rules. The Administrator will submit a panel of seven arbitrators for consideration. Either party may reject one entire panel. The parties will strike and/or rank the arbitrators within five (5) days of receipt of the panel and return the panel to F.M.C.S. who will determine the arbitrator by adding the ranking of each arbitrator, and discarding the struck arbitrators. The Arbitrator with the lowest total will be the approved Arbitrator.

- Section 15.4.** **Step of Grievance Bypassed**
By mutual agreement, any step of the grievance procedure may be bypassed. Grievances involving a supervisor or supervisors beyond the employee's immediate supervisor may be initially filed by the Association at Step 2.
- Section 15.5.** **Reprisals**
No reprisals shall be taken by the Employer, or Association against any Employee because of the Employee's participation or refusal to participate in a grievance.
- Section 15.6.** **Grievance Outside Work Hours**
To the extent possible grievance investigations will take place outside work hours. However, should the Employer and the SCT & M agree that the investigation be held during work hours, the Employee and Association representative shall be released without loss of pay or benefits, provided notice is given to the immediate supervisor.
- Section 15.7.** **Failure to Comply**
If the Association fails to comply with the timelines set forth in this agreement, then the Association will have waived its right to proceed with the grievance. If the Board fails to comply with the timelines set forth in this agreement, the grievance shall automatically proceed to the next level.
- Section 15.8.** **Arbitrator Fees**
The fees and the expenses of the arbitrator shall be shared equally by the parties.
- Section 15.9.** **Postponement Fees**
If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.
- Section 15.10.** **Grievance Documents**
Documents which pertain solely to the grievance procedure will be kept in a separate grievance file and not in the employee's personnel file.
- Section 15.11.** **Arbitrators Guidelines**
The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement and shall have no authority to make a decision on specific issues not so submitted or raised. If the arbitrator determines that there has been such a violation, he/she shall have the authority, consistent with the terms of this Agreement, to provide for appropriate relief. The decision of the arbitrator shall be final and binding on the Board, the Association, and the grievant.

ARTICLE XVI

Training and Professional Development

Section 16.1. **Driving and First Aid Classes Defined**

Each driver is required to complete an initial classroom course, including a segment on first aid procedures and school bus driver safety, in a program approved by the Secretary of State. Safety classes may include but not be limited to fire extinguisher use, tornado procedures, pathogen issues and CPR. After satisfactory completion of the initial course, an annual refresher course is required. Drivers will be compensated at their regular rate of pay for attending these meetings. If a driver fails to attend the meeting for which he/she is scheduled, that driver will assume the cost for being rescheduled for the required course.

Section 16.2. **Professional Growth**

Each bargaining unit member will be required to participate in staff development appropriate to his/her position with pay including overtime if applicable. The programs for the staff development days will be held on teacher institute days designated in-service days, on other days when students are not in attendance, or during normal working hours. Programs for staff development will be planned by a joint committee(s) made up of representatives appointed by the District and representatives appointed by the Association in equal proportion. The committee will provide reasonable advance notice of the schedule of activities. Employees will be paid a minimum of two (2) hours of pay when safety meetings are scheduled on institute days.

The District shall encourage professional growth and attempt to provide opportunities for employees to attend professionally related meetings or conferences. Professional growth opportunities shall be posted on the employer bulletin board in each building and shall be updated every three (3) months or as needed. The district encourages opportunities for growth and training to employees to advance their careers. Each employee will be reimbursed for all out-of-pocket expenses which have been pre-approved by his/her supervisor.

Employee request for approval to attend professionally related meetings, conferences or training sessions other than District sponsored activities shall be directed to their respective Department directors. A decision not to approve any such requests shall not be precedent-setting regarding any other such requests. The employee is responsible for payment of any fees or costs to be reimbursed by the District.

Section 16.3. **Technical Training Programs**

To the extent deemed necessary by the District, all mechanics, maintenance and grounds employees will be required to attend technical training programs given by manufacturers that apply to each employee's position, at the district's expense. Time spent at such training will be at the employee's regular rate of pay.

ARTICLE XVII

Overtime

Section 17.1

Overtime Defined

Overtime for all employees shall be defined as all hours worked beyond forty (40) in one week. For the purpose of computing the forty (40) hours, hours worked shall include all hours actually worked as well as hours paid for holidays and vacations. All other paid hours will not be considered hours worked for purposes of this section. Overtime shall be paid at the rate of one and one half (1 1/2) times the employee's regular hourly rate of pay.

Section 17.2.

Sundays and Holidays

Any work performed on Sundays and Holidays shall be paid at the rate of two (2) times the employee's regular hourly rate of pay. These hours will not be counted toward overtime.

Section 17.3.

Assignment of Overtime

The employee's supervisor is responsible for the assignment of overtime. To the extent possible, overtime will be assigned equally among the qualified employees within the affected classification on a rotating basis.

Section 17.4.

On Call Duty

Employees assigned to be *on-call* will be given a minimum of two (2) hours pay per day *on-call* when they are not normally working (such as weekends and holidays).

Any actual hours worked during this *on-call* time shall be paid at the appropriate hourly rate. Pay for actual time worked will offset *on-call* pay dollar for dollar up to the total *on-call* pay for that day. On call time shall be voluntary.

Section 17.5

Distribution of Overtime

In order to distribute overtime fairly and equally to qualified personnel in their job classification, the assignment of overtime in the Facilities Management Department shall follow the sequencing outlined below. This shall be reviewed yearly by Management and adjustments made if needed.

A. Custodians

1. High schools

- First the custodian with the highest seniority at the high school should be asked to perform the overtime at that high school. If refused, the next highest seniority custodian at the high school is asked.
- If a candidate is still needed than proceed in this order:
 - Highest seniority custodian at the other high school, then the other high school custodians
 - Highest seniority Utility (Custodians), then other Utility
 - Highest seniority District Custodian(s), then other District Custodians.

Note: The following should generally follow the pattern worded above.

2. Middle Schools
 - Custodian(s) at the specific middle school
 - Other middle schools
 - Utility
 - District Custodians
3. Elementary Schools
 - Custodian at the elementary school
 - Other elementary school Custodians

B. Maintenance

1. High Schools
 - Maintenance at the specific high school
 - Maintenance at the other high school
 - District Maintenance
2. Middle and Elementary Schools
 - District Maintenance
 - High school Maintenance

C. Grounds

1. High Schools
 - Grounds at the specific high school
 - Grounds at the other high school
 - District Grounds
2. Middle and Elementary Schools
 - District Grounds
 - High School Grounds

D. Security

1. Security
2. Grounds
3. Mail
4. Maintenance

E. Mail

1. District Grounds

ARTICLE XVIII

Probationary Period

Section 18.1.

Probationary Period Defined

A probationary period consisting of sixty (60) work days shall exist for new employees who are covered by the SCT & M Association.

Section 18.2.

Termination During Probationary Period

Any termination which occurs during the probationary period will not be subject to the grievance procedure, but must be documented.

Section 18.3.

Extended Probationary Period

The probationary period may be extended by mutual consent.

ARTICLE XIX

Work Hours

Section 19.1.

Work Hours Defined

An employee's work hours shall be established by the District Administration. Any change in such hours will be communicated to the affected employee(s) as soon as practical, but no later than one work day prior to such change, except in emergency situations or other circumstances beyond the District's control.

Section 19.2.

Split Shift

It is understood, by the District and Union, that the bus driver position, by its very nature, may require that an employee work split shifts in order to complete his/her route responsibilities. However, no employee other than a bus driver will be required to work a split shift.

Section 19.3.

Bus Maintenance

Drivers will have fifteen (15) minutes built into their schedules for the purpose of checking and warming their bus as well as filling out any required forms.

Section 19.4.

Breaks

All employees who work forty (40) hours per week will receive two (2) paid 15 minute breaks per day to be taken at the convenience of his or her schedule.

Section 19.5.

Lunch Breaks

All full time employees will be entitled to a thirty (30) minute duty free lunch break.

Section 19.6.

Working During Lunch Breaks

Employees who are required to be at the work site during their lunch period will be paid for their lunch break.

Section 19.7.

Summer Work Hours

Employees will work a modified schedule during the summer. Full-time, 12-month employees will work a 36-hour workweek. Scheduling of the four hours of absence will be coordinated between each employee and his/her supervisor. It is important that all buildings remain open during the workweek. Each supervisor has the final decision regarding modified schedule requests based on building and department needs.

ARTICLE XX

Dues

Section 20.1.

Deduction of Dues

The Board shall deduct from the pay of each employee who has provided written authorization to do so, current membership dues of the Association and affiliate organizations. Deductions shall commence within sixty (60) work days after the signed authorization is delivered to the district business office and shall be prorated over paychecks between September 15th and June 15th. The prorated dues deduction shall continue from year to year unless revoked in writing prior to August 15th. The SCT&M is responsible for collecting the prorated dues amount from a member who does not have sufficient funds in his/her paycheck.

Section 20.2.

Indemnification

The Association shall indemnify and hold harmless the Board from any and all claims, demands, suits, and costs incurred in connection with any claim, demand, or suit, resulting from any reasonable action or omitted by the District for the purpose of complying with the provisions of this section.

Section 20.3

Fair Share

Each Bargaining Unit Member, as a condition of his/her employment, on or before sixty (60) work days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

Such fees shall be paid to the Association by the Board no later than ten (10) days following deduction.

In the event of any legal action against the Employer brought in a court of administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the

Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE XXI

Payment

Section 21.1.

Payroll Records

All bargaining unit members will be responsible for keeping accurate records of their time worked on District prepared payroll sheets or time cards.

Section 21.2.

Distribution of Paychecks

Paychecks will be distributed on the 15th and 30th of each month with the exception of the second check in June which will be paid on the first business office workday in July. If the 15th or 30th falls on a weekend or holiday, payday will be the prior business office workday.

Section 21.3.

Optional Payments.

Ten (10) month employees (bus drivers and others) will have the option of being paid over twelve months.

ARTICLE XXII

Work Conditions

Section 22.1. Travel Reimbursement

Employees who are required to travel between buildings in their personal automobiles as part of their assignment shall be compensated for such travel at the rate established by the IRS.

Section 22.2. Uniforms

The District agrees to lease and launder mechanics uniforms, and to purchase work clothing for custodial, grounds, security, mail route, and maintenance employees. Employees are required to wear clothing leased or purchased by the District. The annual clothing allowance will consist of ten (10) long or short sleeve shirts, five (5) pairs of pants, one (1) hooded sweatshirt, and one (1) pair of boots or shoes (not to exceed \$70). The bi-annual clothing allotment shall consist of one (1) bib overall or coat. Uniforms will be disbursed by September 1st.

Section 22.3. Tools

Tools that are owned by custodians, mechanics, maintenance employees, and grounds employees and stored at the District Facilities will be replaced when lost, damaged, or stolen. The employee deductible will be \$100.00. Each employee is responsible for providing an up-to-date written inventory of tools to his or her supervisor. Only items listed on the inventory will be replaced.

Section 22.4. CDL License

Mechanics shall be required to have a Class B (CDL) license but not a bus permit.

Section 22.5. Purchasing Tools

Mechanics, Maintenance, Custodians and Grounds employees will be allowed reasonable time during work hours for the purchase of needed tools with approval of their supervisor. This time shall be considered part of the work week.

Section 22.6. Video Surveillance

The sole purpose and use of the video surveillance is to monitor illegal activity, unauthorized access to restricted areas, and unauthorized removal of personal and/or district property or damage to property. The purpose of surveillance equipment is not to evaluate the performance of employees or to monitor their behavior or conduct.

Surveillance shall only occur in common areas including, among others, hallways, Administrative or Main School offices, parking lots, grounds, buses and cafeterias. Classrooms shall also be included as mutually agreed upon by the educator and administrator. Surveillance equipment will not be utilized to observe employee performance or otherwise be accessed as documentation in the employee evaluation process.

Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations of suspected criminal conduct or security violations or incidents. Access to data involving District personnel will be limited to appropriate administrative personnel and attorneys, police liaison officers, law enforcement officials and in response to subpoenas or court orders. Such review will take place in the office of one of the parties listed above. If the review of data reveals an alleged incident by an employee, the following process will be followed:

1. The Employee and the Association will be notified if the District intends to investigate the alleged incident. Such notification shall be in writing.
2. The Employee, the Association representative and/or the Employee's representative may review the data depicting the alleged incident, including the entire video clip.
3. The Employee will be advised of their right to be represented in all investigatory meetings regarding alleged incident unless the Employee declines representation.
4. Any discipline that may be imposed against the Employee as a result of the alleged incident investigation shall be in accordance with the applicable provisions in this Agreement.

All employees are informed, per this contract, of the use of the surveillance equipment. All new employees shall be notified in writing, of the use of surveillance equipment as part of the new employee orientation.

ARTICLE XXIII

Seniority

Section 23.1.

Seniority Defined

Seniority shall be defined as continuous service with St. Charles School District 303. It begins for all employees on the employee's first day of work. In the event more than one employee holds the same seniority date, their ranking shall be determined by date of hire. If in the event more than one employee still holds the same date, then their rank shall be determined by lot. Summer break does not constitute an interruption of service.

ARTICLE XXIV

No Strike - No Lockout

Section 24.1.

Prohibited Activity

During the term of this agreement, SCT&M will not support nor authorize a work stoppage, slow down, informational picketing, strike or other disruption or interference with the operation of the District, nor will authorize or condone such action on the part of any member or group of members of the SCT&M bargaining unit.

Section 24.2.

Prohibited Activity Discipline

The failure or refusal on the part of any employee to comply with the provisions of the previous Section may be cause for immediate discipline, which may include discharge.

Section 24.3

Lockout of Employees

The District will not lockout its employees.

ARTICLE XXV

Holidays

Section 25.1.

Bus Driver Holiday Pay.

Drivers holiday pay shall be determined by multiplying the employee's hourly wage times the total number of hours that employee works on a typical day.

Section 25.2.

Mechanics, Maintenance, Grounds and Custodian Holiday Pay.

Mechanics, Maintenance, **Custodians** and Grounds employees' holiday pay will be equal to their regular rate of pay.

Section 25.3.

Holiday Pay Eligibility.

All employees will be eligible to receive their holiday pay if the employee works his/her full scheduled work day before and after the holiday, unless the employee's absence is excused for a sickness or illness per a doctor's note. Holiday pay will also be granted if the employee is on vacation before or after the holiday, or if no school is in session because of institute day, snow day or act of God conditions.

Section 25.4.

Paid Holidays

The employment year for all employees shall be from July 1, through June 30. Paid holidays for employees are as follows:

12 Month Employees

Independence Day
Labor Day
Columbus Day
Veterans Day*
Thanksgiving Day
Thanksgiving Friday
Christmas Day
New Year's Day
Martin Luther King Day
Lincoln's Birthday***
Casmir Pulaski Day**
Memorial Day

School Term Employees

Labor Day
Columbus Day
Veterans Day*
Thanksgiving Day
Thanksgiving Friday
Lincoln's Birthday***
Memorial Day
Martin Luther King Day

- Veterans Day (For both 12-month and school term employees) (Unless this is a waived state school holiday, in which case it will become a floating holiday granted at a mutually agreed upon date by employee and supervisor.)
- Casmir Pulaski Day (For 12-month employees) Unless this is a waived state school holiday, in which case it will be observed at a date to be set near the Independence Day holiday.
- Lincoln's Birthday (For both 12-month and school term employees) unless this is a waived state school holiday, in which case it will be observed on Presidents' Day.

If there is a change a State or Federal change to the naming of legal holidays, the administration will negotiate with SCT&M to continue to award eight (8) paid holidays to school term employees and 12 paid holidays for 12 month employees. If, for any reason, school was scheduled to be held on what is identified in these lists as a paid holiday, administration would negotiate with SCT&M an alternate holiday. Drivers would not be eligible for double-time pay for any holiday listed when school is in session.

ARTICLE XXVI

Leaves

Section 26.1.

Sick Leave

During the initial school year of employment with the District, and after completion of the probationary period, bus drivers will be granted ten (10) sick leave days per school year. All other bargaining unit employees will receive twelve (12) sick days per school year. Sick leave is leave necessitated by personal illness, quarantine at home, or serious illness or death in the immediate family or household. For 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. Any unused days may be accumulated from year to year without limitation. The District may require a physician's statement as a condition of payment for sick leave for absences in excess of three days.

Section 26.2.

Personal Days

Employees may use up to two (2) of their allotted sick days per year as personal days, operational conditions permitting. Requests for personal days shall be made in writing at least three (3) days prior to date requested for absence except in cases of emergency. Personal days may not be used contiguous to a holiday. The Director of Transportation or the Director of Facilities Management may refuse personal days based on the availability of substitute individuals and/or the requirements of the operation at that time necessitates the individual's availability to do the job. Personal days may not be used contiguous to a holiday, winter break, spring break, or summer break. If in these time periods an employee deems it necessary and has circumstances beyond his/her control, a written request for a personal day with a stated reason shall be submitted to the Assistant Superintendent for Human Resources or designee for approval at his/her discretion.

Section 26.3.

Funeral Leave

Employees will receive up to three (3) consecutive days of paid leave for deaths in the immediate family. The immediate family shall include (for purposes of this Section only) parent, spouse, brother, sister, child, grandparent, grandchildren, parent-in-law, brother-in-law, sister-in-law, and legal guardians. Employees will be required to provide proof of the need for leave under this policy.

Section 26.4.

Jury Duty Leave

Any employee called for jury duty shall be paid his or her full compensation for such time with no loss of leaves, seniority, or other benefits for up to two (2) weeks of jury duty as a condition of receiving payment for such leave, employees shall remit to the District any compensation received from the court. Employees released from jury duty prior to the end of their scheduled shift shall be required to report to work. Jury duty leave in excess of two (2) weeks shall be unpaid.

Section 26.5.

Accident or Injury Leave

Absence due to injury, accident or illness incurred in the course of an employee's employment shall not be charged against the employee's sick leave.

Section 26.6.

Family and Medical Leave

Employees are informed of their statutory rights under the Family and Medical Leave Act (FMLA). Eligible employees are entitled to 12 work-weeks of unpaid family and medical leave during any Board fiscal year in accordance with the FMLA.

An employee may elect to substitute any of her/his accrued paid leave to all or a portion of the leave, within the eligible leave period of up to 12 work-weeks. The District shall not require the employee to substitute accrued paid leave to all or any portion of the leave.

Employees wanting further information on this policy should contact the Human Resource Department.

Section 26.7.

Other Unpaid Leave of Absences

Leaves of absences extending beyond those addressed in the previous section or leaves for reasons not covered by the previous policy may be granted without pay or benefits for up to six (6) months in duration at the District's discretion upon written request from an employee. Such leaves may be extended at the District's discretion for an additional six (6) months upon written application by the employee. During said leave, seniority shall not continue to accumulate. Requests for leaves of absence shall include the reason for leave along with notification of the beginning and ending dates of said leave. An employee returning from a leave of absence shall be placed in an available position as close as possible to the position he/she held at the time the leave commenced.

An employee granted non-paid leave may make arrangements during such leave to continue hospitalization and life insurance as provided in the Agreement at his/her own expense.

Section 26.8.

Vacation

All full-time twelve-month bargaining unit employees shall be entitled to accrue paid vacation time according to the following schedule:

Step 26.8.1. Initial Year of Hire.

During the first fiscal year of employment, an Employee shall accrue two (2) days of vacation credit after the first four months of employment, plus one additional day for each additional month worked until the end of the fiscal year, up to a maximum entitlement of five (5) days. Such vacation days may not be taken until July 1 following the Employees date of hire. Employees who do not complete four (4) months of employment during the fiscal year in which they were hired will not receive the vacation entitlement set forth above.

Section 26.8.2. Annual Allotment

Eligible employees will be granted five (5) days of vacation on the second July 1 following his/her employment.

Beginning with the third July 1st, eligible employees will be granted ten (10) days vacation.

Beginning with the fifth July 1st, eligible employees will be granted fifteen (15) days vacation.

Beginning with the tenth July 1st, eligible employees will be granted one (1) additional day's vacation per year to a maximum of twenty (20).

July 1st

	1*	2	3	4	5	6	7	8	9	10	11	12	13	14
Days	5	5	10	10	15	15	15	15	15	16	17	18	19	20

*Up to five (5) if hired prior to March 1st.

Step 26.8.3. Approval of Vacation Time

Employees wishing to take vacation time must have all vacation time approved three (3) days in advance by their immediate supervisor except in the cases of an emergency. Use of vacation time is at the employee's choosing, except where more than one employee requests the same vacation date(s) and work scheduling demands do not allow all requesting employees to be absent from work on the requested date(s) The employee with greatest seniority shall be granted his or her preferred vacation dates.

Step 26.8.4. Unused Vacation

A maximum number of ten (vacation) days may be carried over at June 30th, but by the ensuing September 1st, vacation days may only equal those days awarded July 1st of that year. Upon termination of employment, an employee shall be paid for earned but unused vacation time at his/her current rate of pay.

Step 26.8.5. Transferred Employee Vacation Time

In the event a full-time school term Employee is permanently transferred to a 12-month position, his/her placement on the vacation schedule pursuant to Section 26.8.2 above, shall be determined by dividing the actual number of months worked by such Employee since date of hire by 12.

ARTICLE XXVII

Management Rights

Section 27 1.

Management Rights Defined

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Illinois and of the United States in the executive management and administrative control of the school district and its properties, facilities and employees except as changed and agreed to in a specific section of this agreement.

The District shall provide equal employment opportunities without discrimination as to sex, age, race, nationality, religious affiliation, military status, marital status, or disability. Employment practices will be in compliance with federal and state statutes.

ARTICLE XXVIII

Reduction in Force

Section 28.1.

Rules for Reduction in Force

In the event the Board determines the need for a reduction in force, the administration shall meet with the association over the following:

28.1.1.

Discuss the reasons for the need to have a layoff and discuss any options that may exist, or that may be suggested by the Association.

28.1.2.

Review of seniority list.

28.1.3.

Review of layoff and recall procedures.

Section 28.2.

Layoff/Recall Procedures

28.2.1.

Part-time employees shall be laid-off before any reduction in force of full-time members of the bargaining unit shall commence.

28.2.2.

Provided qualified employees remain, employees shall be laid off in the inverse order of their seniority within the categories of position established in paragraph 28.3 below.

28.2.3.

An employee on layoff shall retain his/her right to recall for one year from the date the school year following the notice of reduction begins.

28.2.4.

Employees shall be called back to work according to his/her placement on the employee recall seniority list. The employee recall seniority list shall list employees by categories of position as established in paragraph 28.3 below.

28.2.5.

Employees on layoff who have been offered re-employment to the category of position from which they had been laid off and have declined shall be removed from the employee recall seniority list. Employees on the recall seniority list must maintain an accurate, up to date address and telephone number with the District. The responsibility of the District is to notify the employee of the vacancy. If the employee does not apply for the vacancy within five (5) working days from the time notice was delivered, the employee's name shall be removed from the recall list. Notification shall be by certified mail showing proof of delivery.

28.2.6.

The District shall not hire anyone to a position until recall has been completed for that category of position.

Section 28.3.

Categories of Positions

For the purpose of this article, categories of positions are:

Bus Drivers
Bus Monitors
Custodians
Head Custodians
Mechanics
Shop Assistant
Maintenance
PM Head Maintenance
Building and Grounds
Audio Visual Technicians
Mail Route Personnel
Security

Section 28 4.

Laid Off Employee Replacing Other Category

Employees affected by a reduction in force may replace an employee in another category of position if:

28.4.1.

The employee, affected by the layoff, has more district seniority than the employee in the category of position who would/could be displaced, and

28.4.2.

The employee, affected by the layoff, has held the job title in the category of position in the District which would/could be displaced, and

28.4.3.

The employee, affected by the layoff, will not advance in position level on the salary schedule as a result of displacing an employee of a different category or position.

ARTICLE XXIX

Insurance

Section 29.1.

Insurance Benefits

Bargaining unit employees who work thirty (30) hours or more per week are entitled to the following insurance benefits in accordance with existing District programs:

- a) Major medical
- b) Dental
- c) Family coverage for major medical and dental
- d) \$30,000 term life policy

The School Board shall contribute approximately 90% of the cost of employee coverage and approximately 80% of the cost of dependant coverage (effectively approximately 85% of the total cost) of hospitalization and major medical group insurance in effect within the District for all bargaining members eligible for this benefit. The insurance coverage shall include benefits for vision and dental insurance.

Section 29.2

Flexible Spending Account

1. The Board shall maintain a flexible spending account which meets the requirements of Section 125 of the Internal Revenue Service Code. If at any time, such Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
2. An employee may annually elect to participate by choosing to receive benefits not to exceed \$7,500 in any plan year. The amount elected shall be deducted from the employee's compensation. The plan year shall start on January 1 and end on December 31. Prior to the beginning day of the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
 - a. Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
 - b. Reimbursement for the amount of the deductibles on the group insurance and for any other qualified unreimbursed medical care as defined by the Internal Revenue Code.
 - c. Reimbursement for qualified dependent care assistance as defined and allowed in the Internal Revenue Code.
3. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amount designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the employee during the succeeding plan year, and such amounts shall become the property of the plan.

4. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the employee's salary payment during the plan year.
5. Claims for reimbursement must be for services received during the plan year.
6. The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual employee.

Section 29.3.

New Employees Insurance

A new employee will not be eligible to participate in the above insurance programs until he or she successfully completes the sixty (60) day probationary period.

Section 29.4.

COBRA Eligibility

Employees may continue group insurance benefits in accordance with the Consolidated Omnibus Budget Reform Act of 1986, or as allowed under the Illinois Municipal Retirement Fund. St. Charles Transportation and Maintenance Association who are retiring and meet all the requirements of the state law covering IMRF members may continue employee and dependent major medical coverage with the District until eligible for Medicare by reimbursing the District the cost of the premium. Insurance rates per month are available through the Business Office. These rates are subject to change.

Dental coverage may be continued for three years only per the District policy. Life insurance may not be continued but may be converted.

Section 29.5.

Insurance Committee

The Insurance Committee composed of the SCEA, SCESP, SCTM, TASC and Administration shall monitor the insurance program to provide the best possible health benefits at a reasonable cost. Recommendations shall be made as necessary to Superintendent of Schools.

ARTICLE XXX

Physical Exams

Section 30.1.

Cost of Physical Exams

The Board will pay the cost of any physical examination required after initial employment.

Section 30.2.

Drug Tests

The District will require drug tests of:

- 1) Applicants for selected positions; and
- 2) Any bargaining unit employee required to hold a CDL in accordance with applicable Federal or State Law or regulation.

Section 30.3.

Special Drug Testing

The District reserves the right to require a drug or alcohol test of any bargaining unit employee, but only to the extent that reasonable suspicion exist that such employee is under the influence of alcohol or controlled substances during work hours.

ARTICLE XXXI

Commercial Drivers License (CDL)

Section 31.1.

Cost of CDL License

The Board shall reimburse the additional cost of a CDL driver's license to any Association member required to have such. That portion applicable to a regular driver's license is to be borne by the employee.

ARTICLE XXXII

Salary Schedule

AV Repair

Step	1	2	3	4	5	6	7	8	9	10
2008-2009	\$22.25	\$23.02	\$23.83	\$24.66	\$25.53	\$26.42	\$27.35	\$28.30	\$29.29	\$30.32
2009-2010	\$22.30	\$23.08	\$23.89	\$24.73	\$25.59	\$26.49	\$27.41	\$28.37	\$29.37	\$30.39
2010-2011	\$22.36	\$23.14	\$23.95	\$24.79	\$25.65	\$26.55	\$27.48	\$28.44	\$29.44	\$30.47
2011-2012	\$22.41	\$23.20	\$24.01	\$24.85	\$25.72	\$26.62	\$27.55	\$28.52	\$29.51	\$30.55

NOTE: Employees who were at Step 10 the previous fiscal year will receive an increase of 3.00% over his/her previous year's salary or the amount in Step 10, whichever is greater.

Bus Drivers

Step	1	2	3	4	5	6	7	8	9	10
2008-2009	\$17.79	\$18.24	\$18.69	\$19.16	\$19.64	\$20.13	\$20.63	\$21.15	\$21.68	\$22.22
2009-2010	\$18.06	\$18.51	\$18.97	\$19.45	\$19.93	\$20.43	\$20.94	\$21.47	\$22.00	\$22.55
2010-2011	\$18.33	\$18.79	\$19.26	\$19.74	\$20.23	\$20.74	\$21.26	\$21.79	\$22.33	\$22.89
2011-2012	\$18.60	\$19.07	\$19.55	\$20.04	\$20.54	\$21.05	\$21.58	\$22.12	\$22.67	\$23.24

NOTE: Employees who were at Step 10 the previous fiscal year will receive an increase of 3.00% over his/her previous year's salary or the amount in Step 10, whichever is greater.

Bus Monitors

Step	1	2	3	4	5	6	7	8	9	10
2008-2009	\$13.50	\$13.84	\$14.18	\$14.54	\$14.90	\$15.27	\$15.66	\$16.05	\$16.45	\$16.86
2009-2010	\$13.70	\$14.05	\$14.40	\$14.76	\$15.12	\$15.50	\$15.89	\$16.29	\$16.70	\$17.11
2010-2011	\$13.91	\$14.26	\$14.61	\$14.98	\$15.35	\$15.74	\$16.13	\$16.53	\$16.95	\$17.37
2011-2012	\$14.12	\$14.47	\$14.83	\$15.20	\$15.58	\$15.97	\$16.37	\$16.78	\$17.20	\$17.63

NOTE: Employees who were at Step 10 the previous fiscal year will receive an increase of 3.00% over his/her previous year's salary or the amount in Step 10, whichever is greater.

Custodians

Step	1	2	3	4	5	6	7	8	9	10
2008-2009	\$11.99	\$12.41	\$12.85	\$13.29	\$13.76	\$14.24	\$14.74	\$15.26	\$15.79	\$16.34
2009-2010	\$12.41	\$12.85	\$13.29	\$13.76	\$14.24	\$14.74	\$15.26	\$15.79	\$16.34	\$16.91
2010-2011	\$12.85	\$13.29	\$13.76	\$14.24	\$14.74	\$15.26	\$15.79	\$16.34	\$16.91	\$17.51
2011-2012	\$13.29	\$13.76	\$14.24	\$14.74	\$15.26	\$15.79	\$16.34	\$16.91	\$17.51	\$18.12

NOTE: Employees who were at Step 10 the previous fiscal year will receive an increase of 3.00% over his/her previous year's salary or the amount in Step 10, whichever is greater.

Grounds

Step	1	2	3	4	5	6	7	8	9	10
2008-2009	\$16.21	\$16.62	\$17.03	\$17.46	\$17.90	\$18.34	\$18.80	\$19.27	\$19.75	\$20.25
2009-2010	\$17.02	\$17.45	\$17.88	\$18.33	\$18.79	\$19.26	\$19.74	\$20.23	\$20.74	\$21.26
2010-2011	\$17.87	\$18.32	\$18.78	\$19.25	\$19.73	\$20.22	\$20.73	\$21.25	\$21.78	\$22.32
2011-2012	\$18.77	\$19.24	\$19.72	\$20.21	\$20.72	\$21.23	\$21.76	\$22.31	\$22.87	\$23.44

NOTE: Employees who were at Step 10 the previous fiscal year will receive an increase of 3.00% over his/her previous year's salary or the amount in Step 10, whichever is greater.

Head Custodians

Step	1	2	3	4	5	6	7	8	9	10
2008-2009	\$14.78	\$15.30	\$15.83	\$16.39	\$16.96	\$17.55	\$18.17	\$18.80	\$19.46	\$20.14
2009-2010	\$15.00	\$15.53	\$16.07	\$16.63	\$17.21	\$17.82	\$18.44	\$19.08	\$19.75	\$20.44
2010-2011	\$15.15	\$15.68	\$16.23	\$16.80	\$17.39	\$17.99	\$18.62	\$19.28	\$19.95	\$20.65
2011-2012	\$15.30	\$15.84	\$16.39	\$16.97	\$17.56	\$18.17	\$18.81	\$19.47	\$20.15	\$20.85

NOTE: Employees who were at Step 10 the previous fiscal year will receive an increase of 3.00% over his/her previous year's salary or the amount in Step 10, whichever is greater.

Mail Driver

Step	1	2	3	4	5	6	7	8	9	10
2008-2009	\$18.89	\$19.36	\$19.84	\$20.34	\$20.85	\$21.37	\$21.90	\$22.45	\$23.01	\$23.59
2009-2010	\$19.08	\$19.55	\$20.04	\$20.54	\$21.06	\$21.58	\$22.12	\$22.68	\$23.24	\$23.82
2010-2011	\$19.27	\$19.75	\$20.24	\$20.75	\$21.27	\$21.80	\$22.34	\$22.90	\$23.47	\$24.06
2011-2012	\$19.46	\$19.95	\$20.44	\$20.96	\$21.48	\$22.02	\$22.57	\$23.13	\$23.71	\$24.30

NOTE: Employees who were at Step 10 the previous fiscal year will receive an increase of 3.00% over his/her previous year's salary or the amount in Step 10, whichever is greater.

Maintenance

Step	1	2	3	4	5	6	7	8	9	10
2008-2009	\$19.82	\$20.32	\$20.83	\$21.35	\$21.88	\$22.43	\$22.99	\$23.56	\$24.15	\$24.75
2009-2010	\$21.01	\$21.54	\$22.08	\$22.63	\$23.19	\$23.77	\$24.37	\$24.98	\$25.60	\$26.24
2010-2011	\$22.27	\$22.83	\$23.40	\$23.98	\$24.58	\$25.20	\$25.83	\$26.47	\$27.14	\$27.81
2011-2012	\$23.61	\$24.20	\$24.80	\$25.42	\$26.06	\$26.71	\$27.38	\$28.06	\$28.76	\$29.48

NOTE: Employees who were at Step 10 the previous fiscal year will receive an increase of 3.00% over his/her previous year's salary or the amount in Step 10, whichever is greater.

Mechanics

Step	1	2	3	4	5	6	7	8	9	10
2008-2009	\$22.86	\$23.66	\$24.48	\$25.34	\$26.23	\$27.15	\$28.10	\$29.08	\$30.10	\$31.15
2009-2010	\$23.31	\$24.13	\$24.97	\$25.85	\$26.75	\$27.69	\$28.66	\$29.66	\$30.70	\$31.77
2010-2011	\$23.78	\$24.61	\$25.47	\$26.36	\$27.29	\$28.24	\$29.23	\$30.25	\$31.31	\$32.41
2011-2012	\$24.25	\$25.10	\$25.98	\$26.89	\$27.83	\$28.81	\$29.82	\$30.86	\$31.94	\$33.06

NOTE: Employees who were at Step 10 the previous fiscal year will receive an increase of 3.00% over his/her previous year's salary or the amount in Step 10, whichever is greater.

Security

Step	1	2	3	4	5	6	7	8	9	10
2008-2009	\$14.92	\$15.45	\$15.99	\$16.55	\$17.13	\$17.73	\$18.35	\$18.99	\$19.65	\$20.34
2009-2010	\$15.00	\$15.52	\$16.07	\$16.63	\$17.21	\$17.81	\$18.44	\$19.08	\$19.75	\$20.44
2010-2011	\$15.07	\$15.60	\$16.15	\$16.71	\$17.30	\$17.90	\$18.53	\$19.18	\$19.85	\$20.54
2011-2012	\$15.15	\$15.68	\$16.23	\$16.80	\$17.38	\$17.99	\$18.62	\$19.27	\$19.95	\$20.65

NOTE: Employees who were at Step 10 the previous fiscal year will receive an increase of 3.00% over his/her previous year's salary or the amount in Step 10, whichever is greater.

Shop Assistants

Step	1	2	3	4	5	6	7	8	9	10
2008-2009	\$14.50	\$14.87	\$15.24	\$15.62	\$16.01	\$16.41	\$16.82	\$17.24	\$17.67	\$18.11
2009-2010	\$14.79	\$15.16	\$15.54	\$15.93	\$16.33	\$16.74	\$17.16	\$17.59	\$18.03	\$18.48
2010-2011	\$15.09	\$15.47	\$15.85	\$16.25	\$16.66	\$17.07	\$17.50	\$17.94	\$18.39	\$18.85
2011-2012	\$15.39	\$15.78	\$16.17	\$16.58	\$16.99	\$17.41	\$17.85	\$18.30	\$18.75	\$19.22

NOTE: Employees who were at Step 10 the previous fiscal year will receive an increase of 3.00% over his/her previous year's salary or the amount in Step 10, whichever is greater.

Utility

Step	1	2	3	4	5	6	7	8	9	10
2008-2009	\$14.28	\$14.78	\$15.30	\$15.83	\$16.39	\$16.96	\$17.55	\$18.17	\$18.80	\$19.46
2009-2010	\$14.49	\$15.00	\$15.53	\$16.07	\$16.63	\$17.21	\$17.82	\$18.44	\$19.09	\$19.75
2010-2011	\$14.68	\$15.19	\$15.72	\$16.27	\$16.84	\$17.43	\$18.04	\$18.67	\$19.32	\$20.00
2011-2012	\$14.86	\$15.38	\$15.92	\$16.47	\$17.05	\$17.65	\$18.27	\$18.90	\$19.57	\$20.25

NOTE: Employees who were at Step 10 the previous fiscal year will receive an increase of 3.00% over his/her previous year's salary or the amount in Step 10, whichever is greater.

Differentials

The lift bus driver differential is \$.50/hour.

The PM head maintenance differential is \$2.00/hour.

The sub driver differential is \$.50/hour.

The bus trainer differential is \$.50/hour.

The second shift differential is \$1.00/hour.

District employees voluntarily changing from night shift to days are no longer eligible for the second shift differential (\$1.00) effective the beginning pay of the pay period following the change in shifts.

ARTICLE XXXIII

Savings Clause

Section 33.1.

Savings Clause

If any provision of this Agreement or any application of this Agreement to any Bargaining Unit Member or Employee or group of Bargaining Unit members or Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall be continued in full force and effect.

ARTICLE XXXIV

Retirement

Section 34.1.

Retirement

- A. Unused, unpaid sick leave may be applied toward additional service time in accordance with IMRF guidelines.
- B. Retired employees may continue group insurance benefits in accordance with the Consolidated Omnibus Budget Reform Act of 1986, or as allowed under the Illinois Municipal Retirement Fund.

C. Local Retirement Incentive

- 1. An employee is eligible for this program if he/she is 55 years of age and has 15 years of service credit in the District and is retiring under the provisions of the Illinois Municipal Retirement Fund.
- 2. Employees may choose to use the local retirement incentive and shall have their compensation, which would include the total of all creditable earnings, increased by 6% in each of their final years of service prior to retirement, up to a maximum of four years, provided they file an irrevocable notice of retirement with the District, in writing, by March 1 of the year prior to the year in which they are to begin receiving benefits under this section. This shall be referred to as the base year (the year prior to their initial receipt of benefits under this program).

The irrevocable notice may be revoked subject to the following:

- a. Death of spouse or child
- b. Life threatening illness of educator, spouse or child as certified by physician
- c. Other unforeseen circumstances subject to the sole discretion of the Board. The decision of the Board involving unforeseen circumstances is not subject to the grievance process.

In the event the notice is revoked, the educator shall have salary reduced by amount that was granted as part of the enhancement that is in excess of the pay increases that would have been granted without the enhancement. The amount shall be withheld from the regular pay of the educator over 12 pay periods during the year of the revocation.

No employee who has given notice of retirement shall receive a pay increase that will subject the Board to an additional contribution to IMRF.

A post retirement payment shall be based on the following.

1. Employees who have 15 years full time equivalent at the time of retirement and who give a 4 year notice shall receive a lump sum payment paid at the rate of \$1,000 for each year of full time service up to a maximum of \$25,000. For example, an employee who has 15 years of full time equivalent service will receive \$15,000, one who has 18 years of full time equivalent service shall receive \$18, 000 and one who has 25 years or more of full time equivalent service shall receive \$25,000.
2. Employees who give three years notice shall receive 75% of the amount, employees giving two years notice shall receive 50% of the amount, employees giving one year notice shall receive 25% of the amount and employees who do not give notice shall not receive any post retirement payment.
3. Employees may receive payment 60 days after the effective date of retirement, in the month of January following the effective date of retirement or may split the payment and receive $\frac{1}{2}$ sixty days following the date of retirement and $\frac{1}{2}$ in the January following the date of retirement. The employee shall make the election in writing, by June 15th prior to the effective date of retirement.
4. The employee shall be responsible for all taxes and payments required by law that may be applicable to the post-retirement payment.
5. Retired employees may continue group insurance benefits in accordance with the Consolidated Omnibus Budget Reform Act of 1986, or as allowed under the Illinois Municipal Retirement Fund.

ARTICLE XXXV

Employee Evaluation

Section 35.1

Evaluations

- A. Prior to completion of the 60 work day probationary period, a form shall be completed. A copy of the completed form will be provided to the Association.

- B. Thereafter, employees shall be evaluated at least yearly for the first three (3) years of employment. Thereafter, evaluations will be conducted as needed, not less than once every three (3) years. Evaluations shall be conducted by supervisory personnel no later than May 15 for school term employees and June 15 for twelve month employees. The primary purpose of evaluations shall be the improvement of employee skills and performance, and to that end the evaluation will seek to identify employee strengths and weaknesses, areas to be improved, and suggestions for improvement. Except in instances where there is a blatant abuse of sick days, attendance shall not be part of the evaluation process.

Employees shall be given copies of all written evaluations. Within ten (10) calendar days of receipt of written evaluation, an employee may respond to or comment on such evaluation in writing. Copies of evaluations and of all employee responses thereto shall be kept in the personnel file of the employee.

- C. It is agreed between the employer and the Union that the parties will establish a joint committee for each position category to develop evaluation instruments. The committee will be comprised of four (4) persons, two (2) of whom shall be selected by the Union and two (2) of whom shall be appointed by the Superintendent or designee. The committee shall attempt to reach agreement by consensus; however, it is understood that the final decision as to the design of each evaluation instrument shall remain vested in the Employer.

ARTICLE XXXVI

CONTRACT AGREEMENT

Section 36.1. Contract Agreement

This agreement shall be effective as of July 14, 2008 and continue until 11:59 p.m. June 30, 2012.

Jim Taylor, President
SCT&M Organization

Kathleen Hewell, President
CUSD #303 Board of Education

Larry Richert, Chief Negotiator
SCT&M Organization

Brian Harris, Chief Negotiator
CUSD #303

July 14, 2008
Date of Ratification

July 14, 2008
Date of Board Approval