

# **AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION**

**DECATUR PUBLIC SCHOOL DISTRICT NO. 61**

**DECATUR, ILLINOIS**

**AND**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,**

**CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF**

**AMERICA, LOCAL UNION NO. 916**

**EFFECTIVE DATE: JULY 1, 2017**

**TERMINATION DATE: JUNE 30, 2021**

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## **AGREEMENT**

July 1, 2017 through June 30, 2021

### **ARTICLE I – RECOGNITION**

Section 1. Agreement between DECATUR BOARD OF EDUCATION, SCHOOL DISTRICT NO. 61, DECATUR, ILLINOIS, or its representative, and the TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA, LOCAL UNION NO. 916, covering the jurisdiction of workers as covered by the Constitution of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS as follows:

All chauffeurs, warehousemen, and helpers; all who are employed on or around automobiles, trucks, trailers, and all other vehicles hauling, carrying, or conveying freight, merchandise, or materials; service and maintenance of vehicles, garage workers, warehousemen of all kinds employed in warehouse work, stockmen, shipping room employees and loaders; that is, persons engaged in loading or unloading freight, merchandise or other material, onto or from any type of vehicle or around the warehouse who are employed in the Decatur School System, with the exception of Administrators transporting goods that pertain to their daily tasks.

Section 2. The contents of this Agreement shall be effective July 1, 2017 and shall continue through June 30, 2021 and from year to year unless either party notifies the other of the desire to change or modify the contents of this Agreement.

Section 3. Any changes, additions, or verbal agreements affecting the Agreement and the operation of the school district shall, when agreed upon, be added to the existing Agreement.

### **ARTICLE II – TRIAL PERIOD**

It is hereby agreed that all employees shall be employed on a ninety (90) calendar day trial period, without benefits during which time they may be released without recourse; after ninety (90) calendar days, they shall be considered regular employees, and shall be placed on the regular seniority list. The trial period may be extended by mutual agreement between the Teamsters and Administration. Failure of any person to maintain his/her union membership in good standing as required by the union shall, upon written notice to the school board by the union to such effect, obligate the school board to notify such person of his/her delinquency.

### **ARTICLE III – ADDITIONAL HELP**

When additional truck drivers are required, the union shall be called upon to recommend drivers. The school district will employ truck drivers according to its established policies.

## **ARTICLE IV – UNION REPRESENTATION**

Section 1. It is also agreed that the work, as outlined in the preceding paragraph covering the jurisdiction, shall be performed by the members of the Teamsters Union, with the understanding that should there not be sufficient work under their classification, the school board or its representative may assign them to perform duties under job classifications for which Local 73 is recognized as the bargaining agency.

Section 2. Be it further agreed by and between Locals 916 and 73 that whenever there is not sufficient work within the Building Service Employees Union jurisdiction, the maintenance men may then be assigned by the Board of Education to perform the duties of the job classification for which Local 916 is recognized as the bargaining agency. However, no Teamsters position shall be dispensed with because of such assignment.

## **ARTICLE V – SENIORITY**

Section 1. It is agreed that seniority shall start from the first date of employment. In the selection of vacation or promotion to other better paying or more desirable jobs within this classification, it shall be decided according to seniority provided the employee has the ability and the qualifications to handle the job.

Section 2. Seniority shall be followed in case of layoffs or recalls. In recall, a registered letter shall be used to notify the employee so laid off and he/she must report within seventy-two hours after receipt of this notification indicating his/her intent regarding returning. Failure to report such will be considered as not wanting to return to the system and a new employee may be hired. Employees laid off shall be eligible for recall for a period of two years from the date of their lay off.

Any Teamster who has recall rights, that are asked to return to work on a temporary basis, shall be paid his or her contract rate at the time of recall. Said Teamster shall have recall rights from the date of last worked on temporary basis. The Teamster who chooses not to accept the temporary recall shall lose recall rights.

Section 3. Any member serving in the armed forces under a national emergency shall suffer no loss of seniority rights or other privileges due to the time lost in the service of his/her country. Seniority for returning veterans shall be dated from his/her last date of hire before entering the service with credit given for time in the service of his/her country. Members shall make written request to return to work within thirty (30) days following date of discharge from service.

## **ARTICLE VI – DISCHARGE AND SUSPENSION**

Section 1. The school board shall not discharge or suspend an employee or employees without just cause, but in respect to discharge shall give at least one (1) warning notice of the complaint against such employee to the employee in writing and a copy of the same to Teamsters Local

916, except that no warning notice need be given to an employee before he/she is discharged if the cause of discharge is:

- a. Dishonesty or drunkenness, or recklessness resulting in a serious accident while on duty.
- b. Insubordination or sleeping on the job. Refusal or failure to perform work assigned. Use of abusive or threatening language, or action toward the foreman, supervisor, or other employees.
- c. Continued and repeated failure to satisfactorily perform assigned duties.
- d. Willful destruction of school property, or damage to a school vehicle because of carelessness, neglect, or not following instructions pertaining to care and operation of the vehicle.
- e. Employees who accept regular employment during the work week, Monday through Friday, in addition to their assignment with the Decatur Public Schools and it interfere in any way with their job with the Decatur Public Schools.
- f. Any employee who leaves the job during regular work hours without consent of the Coordinator of Transportation or his/her foreman.
- g. Use of school owned vehicles, machines, tools, etc., for personal or private use without proper approval of the Superintendent of Schools or his/her agent.

Section 2. The warning notice as herein provided shall not remain in effect for a period of more than six (6) months from date of said warning notice; however, expired warning notices may be considered in case of dismissal.

Section 3. Discharge must be by proper written notice to the employee and the union affected. Any employee may request that the union make an investigation of his/her discharge and suspension. Any discharged or suspended employee may make an appeal from discharge by filing a written statement of grievances with the Superintendent of Schools within 48 hours from hour of discharge. The Superintendent shall then arrange a hearing within two working days from time of receipt of written notice and proceed according to steps 3-7 under the grievance procedure. Step 5 shall be completed within five (5) days\*, and step 6 shall be completed within ten (10) days after step 5.

\*(Time may be extended by mutual agreement between the Board and Union.)

## **ARTICLE VII – SICK LEAVE AND ABSENCE FOR PERSONAL REASONS CHARGEABLE TO SICK LEAVE**

Section 1. Each full time employee shall be allowed during each fiscal year fifteen (15) days of leave without loss of pay for his/her own illness or quarantine, or for death in the immediate

family of his/her own home. The immediate family includes wife, husband, child, father, mother, sister, brother of employee; and father, mother, sister, or brother of husband or wife of the above named employee. If the employee does not use the full amount of sick leave during the fiscal year, the amount unused may accumulate to a total of 2,040 hours exclusive of the current year. Unused sick days will be reported to IMRF for the purpose of service credit allowed by law.

Section 2. Absence for attendance at funerals shall be allowable under accrued sick leave, provided such absence does not exceed the date of the funeral and reasonable travel time, with the approval of the Transportation Coordinator.

Section 3. If an employee is requested to serve as a pall bearer and to do so must be absent from work, the absence shall be considered time off without pay unless the employee elects to have it charged to his/her accrued sick leave.

Section 4. If the employee is absent for illness other than his/her own, a doctor's certificate will be required. If the employee is absent because of personal illness, a doctor's certificate may be required.

Section 5. Each full time employee shall be allowed four (4) personal leave days during each school fiscal year with such leave days to be deducted from sick leave. Requests for personal leave days shall be submitted to the foreman one (1) day in advance of date requested and may not be taken on a day preceding or following a holiday or vacation day. Moreover, personal leave days shall be restricted to one teamster per day.

## **ARTICLE VIII – INJURY COMPENSATION**

Compensation for injury or sickness shall be provided in accordance with the Illinois Workers' Compensation Act.

## **ARTICLE IX – HOLIDAYS AND SUNDAY WORK**

Section 1. Overtime work performed on Sunday shall be paid at twice the respective hourly rate.

Section 2. If one of the following legal holidays falls within the regular work week Monday through Friday, the employee shall have no deduction in pay.

Labor Day	Christmas Eve Day
Veterans Day	Christmas Day
Columbus Day	New Year's Day
Independence Day	Martin Luther King, Jr. Day
Thanksgiving Day	Presidents Day
Friday after Thanksgiving Day	Casimir Pulaski Day
Memorial Day	Good Friday

Section 3. Any work performed on these legal holidays when the holiday falls on a regular work day, Monday through Friday, shall be paid at the rate of two and one-half times the hourly rate in addition to holiday pay unless the legal holiday is observed on a different calendar date.

Section 4. Should any of the above holidays fall on Saturday or Sunday and are not granted on the preceding Friday, succeeding Monday, or on another date during the current fiscal year, that holiday will be added to the employee's vacation entitlement.

Section 5. An employee must be in paid status the day before and the day after a holiday to be paid for the holiday. If an employee is ill the day before or after a holiday, a physician's statement may be required in order to obtain holiday pay.

## **ARTICLE X – GRIEVANCE PROCEDURE**

Section 1. When differences arise in the interpretation of this Agreement, the employee(s) agrees to follow the procedures outlined in this article for the settlement of differences.

Section 2. Definition – A claim of violation, misinterpretation, or misapplication of this document shall be deemed a grievance when presented in writing.

Section 3. Purpose – The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise from time to time.

Section 4. Procedure – All grievance proceedings, but not necessarily the grievance itself, shall be confidential and the proceedings shall be informal, as is mutually agreeable. Records shall be kept by all parties to the grievance. The number of days indicated in each step listed below shall be considered maximum allowable to all parties, and every effort shall be made to expedite the proceedings. Claimant(s) having a grievance agree to follow the procedures outlined in the following steps:

Step 1. Any claim shall first be presented orally within three (3) working days by the claimant to the most immediate supervisor.

Step 2. If a satisfactory resolution of the claim is not reached orally, a written statement to the Transportation Coordinator may be filed by the claimant within four (4) working days of the oral discussion. The formal grievance and the reply of the Transportation Coordinator shall be in writing.

- a. In stating his/her grievance, the claimant must specify the section in this Agreement which was allegedly violated and give pertinent evidence in support of his/her grievance.
- b. The grievance shall be signed by the claimant and presented to the Transportation Coordinator. The Transportation Coordinator shall certify with his/her signature the

date and hour of receipt of the reply. This certification shall be witnessed by the claimant.

- c. The Transportation Coordinator shall within four (4) work attendance days of receipt of the grievance, present his/her reply to the claimant. The claimant shall certify with his/her signature the date and hour of receipt of the reply. This certification shall be witnessed by the Transportation Coordinator.
- d. The grievance will be regarded as settled and closed (4) work attendance days after receipt of the reply from the Transportation Coordinator providing the claimant has not signed the form for appeal.

Step 3. If the claimant wishes to appeal the reply of the Transportation Coordinator, he/she shall within two (2) working days request a meeting with the Director of the Human Resources. The Director of Human Resources or his/her representative will then schedule a meeting with the claimant, two representatives of Local 916, and other school representatives so designated by the Director of Human Resources at a time convenient to all parties. The decision of the Director of Human Resources shall be sent to the claimant within four (4) work attendance days following the meeting, with one copy going to the Transportation Coordinator.

Step 4. The claimant shall notify the Director of Human Resources within four (4) work attendance days of the receipt of the decision by the Director of Human Resources, if it is acceptable or unacceptable.

- a. If the decision by the Director of Human Resources is acceptable to the claimant, the matter will be considered closed.
- b. If the grievant wishes to appeal the decision of the Director of Human Resources, he/she must request within five (5) calendar days of receipt of the decision of the Director of Human Resources that the grievance be referred to binding arbitration.

Section 5. Binding Arbitration – Upon request of the grievant and the union, the unresolved grievance will be referred to binding arbitration. A single arbitrator will be used. A panel of five (5) or seven (7) names will be obtained from the American Arbitration Association, and starting with the grievant the parties shall alternately strike names until a single name is left. If the individual selected as the arbitrator is not available, other individuals will be contacted in reverse order of their names having been stricken from the list.

It will be the responsibility of the arbitrator to review the grievance, investigate the facts of the situation, study the terms of the Agreement, determine the legitimacy of the grievance, and recommend to the Board of Education terms of settlement in those instances when the grievance is determined as being valid. The arbitrator's report shall be a written report to the Board of Education with one copy to the grievant. The recommendations of the arbitrator will be binding upon both parties.



The Board and the individual shall share equally the arbitrator's fee and expenses.

## **ARTICLE XI – WORKING CONDITIONS**

Section 1. When five (5) or more employees are working under the jurisdiction of the Teamsters, there shall be one (1) foreman appointed. Seniority shall rule, providing he/she is qualified to perform the duties efficiently. Such foreman shall have the right to drive in or on all regularly scheduled or unscheduled runs. Any controversy over the above mentioned shall be subject to the Grievance Procedure.

Section 2. The school board, at its option may employ full time, part time, and temporary employees.

- a. A full time employee is one who works eight (8) or more hours daily and is employed twelve (12) months per year. Full time employees are eligible for full vacation, holiday, and insurance benefits provided by the school district as specified in this Agreement. Full time employees are guaranteed a work week of not less than forty (40) hours for each work week in which he/she does any work for the school board unless discharged for cause as provided in Article VI of this Agreement. Hours not worked by an employee when work is available shall be deducted from the weekly guarantee.
- b. It is understood and agreed that all employees presently employed by the school district are full time employees and no individual shall be dismissed by the Board of Education for the purposes of replacing the employee with part time or temporary employees.
- c. A part time employee is one who works less than eight (8) hours per day. A temporary employee is one who may or may not work eight (8) or more hours per day but is not employed on a continuous basis. Part time and temporary employees are not eligible for vacation, holiday, and insurance benefits and do not have seniority.
- d. It is not the intent that part time and temporary employees be employed in order to eliminate the customary and normal overtime now being worked by present employees. Neither is it the intent that the terms of this Agreement guarantee overtime for any employee. It is recognized that the Board of Education has the responsibility to operate all the functions of the district in as efficient a method as possible and they have the right to reduce or eliminate any inefficiencies, including overtime, within the terms of this Agreement.
  1. It is specifically understood and agreed that part time and temporary employees will not be utilized in the following manner which would result in loss of customary and normal overtime to present employees.
    - a. Part time and temporary employees will not be assigned to complete a regularly assigned run unless the regular driver is unable to complete the run.

- b. Part time and temporary employees will not be assigned to any out-of-town trip originating after 4:00 PM on days when school is in session if the cost of the trip is paid from district funds.
- c. Part time and temporary employees will not be assigned to any in-town trip originating after 4:00 PM on days when school is in session or originating at any time when school is not in session if the cost of the trip is paid from district funds.

Section 3. The school board shall agree that for all full time employees work in excess of forty (40) hours per week (Monday through Friday) shall be paid at the overtime rate of time and one-half for such overtime worked. Time and one-half shall be paid for all work performed on Saturday.

Overtime shall be credited on the day it is performed. Overtime shall not be paid twice for the same hours. Part time and temporary employees will be paid at the overtime rate of time and one-half for such overtime worked which is in excess of forty (40) hours per week (Sunday through Saturday).

Section 4.

- a. Overtime hours shall be divided as equally as possible according to the requirements of the overtime work within the district.
- b. An up-to-date list showing all overtime hours shall be kept by the Transportation Coordinator or foreman, and shall be made available to the employees.
- c. When overtime is required, the person with the least number of overtime hours shall be asked first in an attempt to equalize overtime hours.
- d. Refusal of overtime work on the part of an employee will result in crediting the employees with the hours refused, just as if he had worked the hours. If the refusal is caused by an approved absence (according to the sick leave clause), then the employee would not be charged with the overtime hours.

Section 5. The regular work day shall start at 7:00 AM and end at 3:30 PM. The lunch period shall be thirty minutes. The Board shall have authority to change the starting time of the employee if occasion warrants it.

**ARTICLE XII – OTHER WORK ASSIGNED**

When drivers are not engaged in driving, they shall be assigned to other work covered by the Teamsters' jurisdiction, providing there is sufficient work. If there is not sufficient work in this jurisdiction, they may be assigned by the Board of Education to other work for which Local 73 is recognized as the bargaining agency. Seniority shall rule if the employee has ability to perform the work efficiently.

## **ARTICLE XIII – EXPENSES ON OUT-OF-TOWN TRIPS**

On out-of-town trips, expenses such as meals shall be reimbursed, at the District established rate, in addition to the regular rate of pay. If a lay-over is necessary, the employee shall be guaranteed eight (8) hours pay in addition to the actual time worked. Private cars of employees may be used to transport men from one job to another within the school district during the work day. Mileage in a personal vehicle shall be reimbursed at the Internal Revenue Service established rate.

## **ARTICLE XIV – VACATION**

Section 1. It shall be the policy of the Board of Education to give vacations with pay during each year. Seniority is to govern in the event it becomes necessary to determine priority between employees for a specified vacation period.

### Section 2.

- a. Employees with one (1) year seniority shall receive one (1) week vacation with pay; those with two (2) through five (5) years seniority shall receive two (2) weeks of vacation with pay; those with six (6) through eleven (11) years seniority shall receive three (3) weeks of vacation with pay; and those with twelve (12) years seniority shall receive four (4) weeks of vacation with pay.
- b. A limited number of employees shall be permitted to take one week of vacation time during the winter holidays with the approval of the Transportation Coordinator.
- c. An employee shall be employed on or before October 1 to receive the above benefits. Employees may take vacation time during the fiscal year one day or more at a time but preferably in one week increments. All vacation days shall be subject to the approval of the Transportation Coordinator. Employees having a preference date for a vacation period shall file a written request with the Transportation Coordinator indicating his/her preference. Three (3) weeks carryover vacation will be granted upon written request. No changes will be made in the vacation schedule after May 1, except in an emergency. This schedule shall be executed in such a manner that the services of the department will not be impaired.

Section 3. Vacation pay shall be based on the employee's regular hourly rate for a forty (40) hour week.

### Section 4.

- a. If an employee during the vacation year is ill his/her time lost because of that illness shall not be used to cut down or in any way be applied against his/her vacation rights; this provision is not to be construed as applying to any illness which takes place during an employee's vacation; provided that an employee must have worked at least sixty (60) percent of his/her scheduled working days in the twelve (12) months preceding June 1 of

the vacation year, in order to be eligible for any vacation. No employee may receive vacation pay and disability benefits at the same time.

- b. Any employee who terminates his/her employment shall be awarded upon termination the prorated earned vacation days.

## **ARTICLE XV – MAINTENANCE OF STANDARDS**

The Board of Education agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions, shall be maintained at not less than the highest minimum standards of the Board of Education in effect at the time of the approving of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

## **ARTICLE XVI – EXAMINATIONS AND IDENTIFICATION FEES**

### **Section 1.**

- a. Physical or mental examinations required by the Board of Education shall promptly be complied with by all employees. The first complete examination, which is a condition of employment, shall be paid for by the employee. Subsequent physical or mental examinations required of the employee by the board shall be paid for by the employer.
- b. The Board of Education reserves the right to select its own medical examiner or physician, and the union may, if it believes an injustice has been done an employee, have said employee re-examined at the union's expense.

**Section 2.** Should the employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the employer.

## **ARTICLE XVII – SCHOOL DISTRICTS**

In case of districts not now incorporated in Decatur School District 61, either voluntarily or not, being made a part of Decatur School District 61, persons employed as bus or truck drivers by such district who become a part of Decatur Public School System, shall have the opportunity to become members of Teamsters' Union, but in all cases may not bring seniority or cannot be granted seniority higher than persons now employed or whose seniority with said school district dates before such persons.

## **ARTICLE XVIII – MISCELLANEOUS PROVISIONS**

Section 1. The Board of Education agrees to post within the business premises such proper notices of union meetings, etc., as may be delivered to it by the union.

Section 2. An authorized representative of the union shall have access at all times to the Board of Education premises for the purpose of conferring with the officers of the union, the shop steward, and officials of the school board.

Section 3. The Board of Education agrees that it will not discriminate against an employee or applicant for employment for or on account of his/her affiliation or activities with the union. Jobs posted shall be filled within thirty (30) days.

Section 4. All newly created or vacated jobs within the jurisdiction of Local 916 must be put up for bid for a minimum of one week. If no one bids on the job, the Transportation Coordinator may award the job.

Section 5. Decatur Public School District 61 is an Equal Opportunity Employer and has an Affirmative Action Program.

Section 6. If the Board of Education requires uniforms, it shall furnish and maintain them.

Section 7. The employee shall maintain and present a neat and clean appearance.

Section 8. The district will pay up to \$170.00 toward the initial purchase of safety type work shoes of the employee's choice. The district will contribute \$75.00 toward either repair or replacement of such shoes with a limit of one such contribution per year per employee. Employees shall wear the shoes while on duty.

- a. Any eye glasses, contact lenses, dentures, hearing aids, shoes, gloves, and tools which are damaged as a result of the job, shall be replaced by the School Board.

Section 9. After the ninety (90) day probationary period, the district will provide the Teamster with generally five (5) short sleeved shirts and five (5) long sleeved shirts. Mutually agreeable shirts will bear an emblem identifying the wearer as an employee of School District 61. Replacement of the shirt(s) will be provided at the discretion of the Transportation Coordinator provided the damaged clothing is turned in to the District. Damage to the shirt and pants could occur either from accident or hard wear. Employee shall wear the shirts while on duty, but will refrain from wearing the shirts while not on duty. Upon separation from the District, the shirts will be returned to the District.

Section 10. Any member of the bargaining unit summoned to jury duty or issued a court subpoena shall be paid his/her full salary for each working day of absence, provided that the member pays the District the jury fee or witness fee. Part-time employees would pay back a prorated amount of the jury fee. Such payments shall be handled by payroll deduction on a subsequent pay. This provision is not applicable if the staff member is a plaintiff against the

School District, the Board of Education, or its representative as a result of any legal actions commenced by or on behalf of the International Brotherhoods of Teamsters Local Union No. 916, or as a result of any legal actions arising from collective negotiations between the International Brotherhoods of Teamsters Local Union No. 916 and the Board of Education.

Section 11. The District has purchased and plans to implement for all District employees a new time clock software beginning September 1, 2017.

**ARTICLE XIX – CLASSIFICATIONS, RATES OF PAY, AND OTHER CONDITIONS OF WORK**

Current Teamster employees shall have their respective current service credit factor added to their current base salary and shall receive an increase of 2.25% the first year and the same increase annually in each year of the Agreement.

The Foreman and Leadman shall receive the additional hourly pay according to the below schedule:

	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Foreman	1.79	1.84	1.88	1.93
Leadman	1.14	1.17	1.20	1.23

Any new employee to this Agreement shall be paid according to the schedule below:

	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Probation	18.00	18.00	18.00	18.00
0 Years/Step 1	20.00	20.20	20.40	20.60
1 Years/Step 2	20.10	20.30	20.50	20.70
2 Years/Step 3	20.20	20.40	20.60	20.80
3 Years/Step 4	20.30	20.50	20.70	20.90
4 Years/Step 5	20.40	20.60	20.80	21.00
5 Years/Step 6	20.50	20.70	20.90	21.11
6 Years/Step 7	20.60	20.80	21.00	21.22
7 Years/Step 8	20.70	20.90	21.11	21.33
8 Years/Step 9	20.80	21.00	21.22	21.44
9 Years/Step 10	20.90	21.11	21.33	21.55
10 Years/Step 11	21.00	21.22	21.44	21.66
11 Years/Step 12	21.11	21.33	21.55	21.77
12 Years/Step 13	21.22	21.44	21.66	21.88
13 Years/Step 14	21.33	21.55	21.77	21.99
14 Years/Step 15	21.44	21.66	21.88	22.10
15 Years/Step 16	21.55	21.77	21.99	22.21

16 Years/Step 17	21.66	21.88	22.10	22.32
17 Years/Step 18	21.77	21.99	22.21	22.43
18 Years/Step 19	21.88	22.10	22.32	22.54
19 Years/Step 20	21.99	22.21	22.43	22.65
20 Years/Step 21	22.10	22.32	22.54	22.76
21 Years/Step 22	22.21	22.43	22.65	22.87
22 Years/Step 23	22.32	22.54	22.76	22.98
23 Years/Step 24	22.43	22.65	22.87	23.09
24 Years/Step 25	22.54	22.76	22.98	23.21
25 Years/Step 26	22.65	22.87	23.09	23.33
26 Years/Step 27	22.76	22.98	23.21	23.45
27 Years/Step 28	22.87	23.09	23.33	23.57
28 Years/Step 29	22.98	23.21	23.45	23.69
29 Years/Step 30	23.09	23.33	23.57	23.81
30 Years/Step 31	23.21	23.45	23.69	23.93
31 Years/Step 32	23.33	23.57	23.81	24.05
32 Years/Step 33	23.45	23.69	23.93	24.17
33 Years/Step 34	23.57	23.81	24.05	24.29
34 Years/Step 35	23.69	23.93	24.17	24.41
35 Years/Step 36	23.81	24.05	24.29	24.53
36 Years/Step 37	23.93	24.17	24.41	24.65
37 Years/Step 38	24.05	24.29	24.53	24.77
38 Years/Step 39	24.17	24.41	24.65	24.89
39 Years/Step 40	24.29	24.53	24.77	25.01
40 Years/Step 41	24.41	24.65	24.89	25.14

Section 1. If a full time employee is assigned overtime work and there is less than one (1) hour from the time the employee checks in from his/her regular assigned duties and the scheduled departure time of the overtime trip, the employee will remain on duty during the interim period on a paid basis. However, the Board of Education recognizes that after working all day, employees need time off to eat, relax, and attend to other personal needs and will attempt to provide a minimum of one (1) hour of release time before an overtime assignment whenever possible.

Section 2. If a full time employee is recalled for extra work, he/she shall be paid a minimum of two (2) hours pay at the overtime rate.

Section 3. When a foreman is absent, his/her replacement shall receive the rate of pay of the foreman.

Section 4. When overtime work is necessary in any or all departments, full time employees who have seniority shall be given preference over beginners to perform such overtime work. The shop steward shall be given a list of all employees working overtime as soon as possible.

Section 5. All overtime work shall be rotated equally among the full-time employees by seniority according to previous overtime hours worked. Overtime will be scheduled by the Transportation Coordinator or the foreman and the union steward.

Section 6. The X-Step is intended as a one (1) year payment to qualifying retiring employees in recognition of the many years of faithful and dedicated service the employee has given to the School District and its students. In order to qualify for an X-Step salary rate for the final year of employment, an employee must be eligible for IMRF retirement criteria and have been employed for at least 8-15 years (\$500.00), 16-20 years (\$1,000.00), 21-25 years (\$1,500.00), 26+ years (\$3,000.00) with the Decatur Public School District #61. No later than 60 days prior to the anticipated retirement date must have notified the Director of Human Resources in writing that he/she will be retiring upon the specified date. IMRF creditable earnings will be maximized to the extent that adequate notice is provided.

### **Section 8- Retirement Contribution**

Transportation department employees who participate in the Illinois Municipal Retirement Fund will be granted an increase in gross earnings according to the following schedule:

<u>Years of District Experience</u>	<u>Percentage</u>
15-17	0.5%
18	1.0%
19	1.5%
20	2.0%
21	2.5%
22	3.0%
23	3.5%
24	4.0%
25	4.5%

### **ARTICLE XX – INSURANCE**

Section 1. The Board of Education will continue to provide for each employee the health insurance plan in effect for teaching staff. Health insurance coverage for the family of staff members will be on an optional basis. The Board agrees that in the event insurance coverage is revised or premiums changed during the annual renewal, the coverage will include the same subsidy as provided in the teachers' contract. The family insurance premium will include the same subsidy as provided in the (D.E.A.) teachers' contract. The health and medical insurance coverage which is presently in effect will be on an optional basis for transportation department employees who retire from the Decatur School District. Retirees who opt to participate in the employee group health insurance plan will pay the entire annual premium plus the surcharge imposed by the insurance carrier. Coverage will end when the retiree reaches the age of 65. Health insurance for the family of the retiree will be an optional basis for those on family insurance at the time of the retirement. Retirees who opt for this coverage will pay the entire premium. Coverage for dependents will end when the retiree or dependent reaches 65, whichever comes first.



The Teamsters will have a representative, assigned by the Teamsters, on the Insurance Committee. If the District Insurance Committee considers any change to insurance, during the term of this contract or between contracts, the Insurance Committee will reduce to writing any proposed changes. Decision making shall be made through 80% agreement of those voting members in attendance. These proposed changes will be taken to the Decatur Education Association membership for ratification. Upon ratification of membership, it will be taken to the Board for approval. Committee voting members will include seven (7) DEA members (1:100 DEA employees) and four (4) representatives of the Board. Administration is responsible for securing membership from the other employee groups.

Section 2. Life Insurance -The Board of Education will provide for each full-time transportation department employee paid life insurance in the amount of \$25,000.00. Upon age 65, the life insurance benefit shall be reduced subject to the rules of the insurance provider.

**ARTICE XXI – TERMINATION OF AGREEMENT**

The provisions of this Agreement will be effective as of July 1, 2017 and will continue and remain in full force and effect from year to year until such time as both parties agree to a change or modification. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties and no departure from a provision of this Agreement by either party, or by their officers, agents or representatives, or by members of the negotiating committees, shall be construed to constitute a continuing waiver of the right to enforce such provisions.

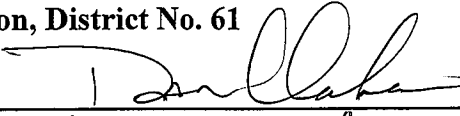
In Witness Whereof, the parties here unto set their hands on this 11<sup>th</sup> day of July, 2017.


**International Brotherhood of Teamsters,  
Chauffeurs, Warehousemen, and  
Helpers of America, Local No. 916**

Business Representative 

Position President

**Board of Education, District No. 61**

President 

Secretary 

**Teamster Insurance Committee Appointee: Tim Helm**