

2021-2024

AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION,
WOODSTOCK SCHOOL DISTRICT 200**

AND THE

**WOODSTOCK TRANSPORTATION
EMPLOYEES' COUNCIL,
LOCAL 1642, IFT/AFT**

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ARTICLE 1 - RECOGNITION OF THE UNION

1.1 - Recognition

The Board of Education of Woodstock Community Unit School District No. 200, Woodstock, Illinois, hereinafter referred to as the "Board," hereby recognizes the Woodstock Transportation Employees' Council, Local 1642, IFT/AFT, hereinafter referred to as the "Union," as the sole and exclusive bargaining representative with respect to wages, hours, terms and conditions of employment for all full-time and part-time bus drivers, mechanics, mechanics assistant(s), head mechanic/shop foreman, (hereinafter referred to as "Employees"), excluding the Superintendent of Schools, Associate Superintendent, Assistant Superintendents, Chief Financial Officer, Transportation Coordinator, Special Education Coordinators, Principals, Assistant Principals, Director of Transportation, Route Supervisor, the transportation secretary, dispatcher, dispatcher assistant(s), Building Trades employees, all certified employees, custodians, and maintenance employees, secretaries, aides, cafeteria workers, and all other confidential managerial, supervisory and short-term employees as defined by the *Illinois Educational Labor Relations Act*.

1.2 - Definition of Full-Time and Part-Time Employee--

A full-time employee shall be defined as an employee who works thirty-five (35) hours or more per week.

A part-time employee shall be defined as an employee who works less than thirty-five (35) hours per week.

ARTICLE 2 - NO STRIKE AND NO LOCKOUT

2.1 - No Strike/Job Action

During the term of this Agreement and any written mutual agreement for the specific extension thereof, no employee covered by this Agreement nor the Union nor any person acting on behalf of the Union shall engage in a strike, mass sick call, concerted slow down, any other concerted refusal to render full and complete services to the Board or any other concerted activity designed to disrupt the operation of the District. The Union shall not impose any duty or obligation upon any employee to conduct, assist or participate in the, aforementioned activities.

2.2 - No Lock-Out-

No lockout of employees shall be instituted by the Board during the term of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 - Management Rights

It is expressly understood and agreed that all management functions, rights, powers or authority of the District and the Board are retained by the Board, provided, however, that no such rights shall be exercised as to violate any of the provisions of this Agreement.

ARTICLE 4 - UNION RIGHTS AND RESPONSIBILITIES

4.1 - Freedom of Union Membership

Employees shall be free to join or not to join the Union without interference or penalty.

4.2 - Use of Buildings

The Union shall have the right to use school buildings for meetings for the purpose of conducting Union business provided:

- A. A Union request is made to the Superintendent or designee at least one (1) business day in advance of the meeting and such is approved by the Superintendent or designee.
- B. Such meeting space is available.
- C. Such meeting neither interferes with educational programs of the District, nor conflicts with school events or employee assignments.
- D. The Union promptly reimburses the Board for any damage, reasonable maintenance cost and any other expense incurred by the District as a result of the meeting.
- E. At least sixty percent (60 %) of those attending a meeting of ten (10) or more persons shall be members of the bargaining unit.

4.3 - District Directory

The names of Union officers and representatives shall be listed in the District 200 Directory. **The Directory will be published on the District 200 website and available for access by all district employees.** Employees with unlisted telephone numbers who do not wish to have their telephone numbers listed in the directory, shall so notify the Human Resources Administrative Assistant in writing within the first seven (7) days of the school year.

4.4 - Copy of Agreement

The District shall provide each employee with a copy of this Agreement and any changes or amendments.

4.5 - Mailboxes, Inter-School Mail and Bulletins-

The Union shall have the right to communicate with its members by means of employee mailboxes, inter-school mail, District e-mail, and a designated bulletin board in the employees' lounge for announcements of the Union (to the extent such are available) provided:

- A. Such announcements do not involve endorsements of political candidates (excluding routinely published Union newsletters); and
- B. All such announcements shall be identified as Union material. The Union President shall be the authorizing official and shall notify the Board of any changes in such authorizations.

- C. Use of school mail service shall be without U.S. Postage unless otherwise required by the U.S. Postal Service or other appropriate agency or court. Furthermore, the Union shall indemnify and hold harmless the Board from liability, damages, fines, or other costs arising from the Union's use of such mail service.

4.6 - Union Dues Deductions

The Board shall deduct from the pay of each employee, who has provided written authorization to do so, current membership dues of the Union, provided that such deductions shall not vary in amount from paycheck to paycheck during any single school term. Deductions shall commence the first payroll period of the month following notification. If the Board is unable to make the initial deduction on the first payday of such month, the sole remedy shall be a lump sum deduction made on the second pay day of the month. Termination of employment for any reason shall constitute revocation of authorization for dues deduction. Any other revocation of authorization for dues deduction shall be made in accordance with the terms set forth in the authorization currently in use. All dues deducted by the Board shall be remitted to the Union no later than ten (10) calendar days after such deductions are made provided the Union shall, in accepting such dues, agree to hold harmless the Board for all actions pursuant to this Section, provided that the Board shall comply therewith.

4.7 - List of Employees

The Union shall be supplied with information regarding of all bargaining unit employees within ten (10) calendar days from the beginning of every school term and every thirty (30) calendar days thereafter in the school term, in a file format agreed to by the Union. Such list shall include each employee's name, home address, job title, worksite location, work and home telephone number, any personal cellular telephone numbers or e-mail addresses on file, if available. Upon request and at a convenient time, the Union shall also have the right to examine from time to time the address file of the District for updating its own list of employees. The information listed above and starting rate of pay and official date of hire (as defined in Article 5.1 of this Agreement) of new employees shall be given to the Union President or designee within five (5) business days following Board action or within ten (10) calendar days from the date of hire, whichever is sooner. The Union President shall receive the time sheets and trip sheets of all drivers on or before the Wednesday following each workweek.

4.8 - Labor Management Meetings

The Union President or designee shall have the right to meet monthly with the Superintendent or designee to discuss this Agreement or other matters of Union concern. Union representatives shall have the right to meet weekly if necessary with the Director of Transportation to discuss any possible changes in working conditions of employees, implementation of this Agreement and other matters of Union concern. Any agreement reached at such meetings shall be consistent with the terms of this Agreement, unless the Union and Board mutually agree otherwise.

4.9 - Availability of Financial Data

Upon written request, the Union shall be supplied public information concerning the financial position of the District, including, when prepared, a copy of the current annual audit report, monthly financial statements and the tentative and final budgets. The Union shall also have the right to make appointments to examine the financial records of the District at reasonable times and in the company of the Superintendent or designee.

4.10 - Vending Machines

The proceeds from the vending machines in the transportation facility shall be given to the Union to administer for the benefit of all the members of the Transportation Department.

ARTICLE 5 - SENIORITY

5.1 - Seniority Defined

Seniority shall be defined as the length of continuous service as an employee within a specific job category. The effective date of hire for mechanics shall be defined as the first day on the job for which the employee is compensated at his/her regular rate of pay. For drivers hired prior to December 21, 2001, the effective date of hire shall be defined as the first day on the job for which the driver is compensated at his/her regular rate of pay, or the date on which the driver received his/her valid school bus driver permit, whichever is later.

For drivers hired on or after December 21, 2001, the effective date of hire shall be defined as the date on which the driver accepted the Transportation Director's offer of employment, or the date on which the driver received his/her valid school bus driver permit, whichever is later.

5.2 - Categories of Employees

All employees covered by this Agreement shall be divided into four (4) categories: (1) Driver, (2) Head Mechanic/Shop Foreman, (3) Mechanic, (4) Mechanic's Assistant.

5.3 - Seniority/Movement from Category

An employee who moves from one category to another shall not suffer a loss in seniority.

5.4 - Resolving Identical Seniority

If total years of continuous service within a job category are equal between two (2) or more employees, then seniority shall be determined by: A) For drivers hired prior to December 21, 2001, the driver who has held a valid driver's permit for the longest consecutive period followed by lottery, if necessary. B) For drivers hired on or after December 21, 2001, the driver who had the earliest interview with the Transportation Director, followed by lottery, if necessary. C) For all other positions, total service with the District in any capacity, followed by lottery, if necessary. The lottery shall be witnessed by the Union President and the administration.

5.5 - Continuous Service Interruption

Continuous service shall be interrupted by resignation, retirement or termination.

5.6 - Seniority Accrual

Seniority shall not accrue during any unpaid approved leave of absence of thirty (30) consecutive employment days or more, excluding any job related disability/injury. Employees who are transferred to District positions outside of the bargaining unit and who are later transferred back to the bargaining unit shall have their seniority computed on the basis of the period of time previously worked in the position covered by this Agreement. Drivers shall accrue one half (1/2) year seniority by driving at least twenty-five (25) employment days per semester.

5.7 - Seniority Lists

The Board shall furnish the Union with annual seniority lists by November 1 and such lists shall show the names of employees in order of their seniority. The lists shall be posted in the transportation center for twenty (20) school days during which time an employee or the Union may object to the computation of his/her seniority. After expiration of the posting period, the seniority lists shall be considered final as of that date for all prior years. The Union president shall be notified of any revision in the original lists.

5.8 - Effects of Seniority

If there are layoffs or decreases in the number of employees covered by this Agreement, the least senior employee(s) in the affected category shall be laid off first.

5.9 - Reduction-in-Force and Recall Rights

Any employee dismissed as the result of the decision of the Board to reduce the number of staff or to discontinue some particular type of educational support staff service shall be given written notice by mail and also provided written notice either by certified mail, return receipt requested, or personal delivery at least thirty (30) days before the date the employee is dismissed, together with a statement of honorable dismissal and the reason therefor. Employees receiving written notice of dismissal for reduction in force within their respective job category, shall have a right of recall if a vacancy or a newly created position occurs within such job category, for which such employees are qualified to perform, within one (1) calendar year from the beginning of the following school term. Recall shall be in inverse order of reduction in force within the respective job category. To be eligible for recall, the honorably dismissed employee must provide the Board, in writing prior to the last day of the school term of dismissal, with the address where the employee may be reached. The employee must notify the Board in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall first occur, of the acceptance or rejection of any vacant position offered to the employee during the recall period to remain eligible for recall. Any employee who fails to notify the Board of his/her acceptance or, rejection of a tendered position within the time lines set forth shall be deemed to have waived his/her recall rights and shall no longer be eligible for any other vacant positions that become available within the recall time period. Any recalled employee shall retain his/her accrued seniority: however, any period after the honorable dismissal during which the employee did not work shall not be counted towards seniority.

5.10 - Determining Seniority for Reemployed Retired Drivers

Bargaining unit members wishing to retire should submit their letter of intent to retire following the appropriate guidelines set forth in Article 15 Section 16 of this Agreement. Bargaining unit members requesting re-employment post-retirement should submit an employment application to the district no sooner than the first date following the effective date of their retirement. The retiree will participate in an interview process with the Transportation Director following the receipt of their application for employment. If re-employed, the bargaining unit member may serve in a position with work hours limited per Illinois Municipal Retirement Fund guidelines for retirees receiving a pension. The seniority date for retired members who return to employment post-retirement shall be defined as the date on which the driver accepted the Transportation Director's offer of employment, or the date his/her valid school bus driver permit was re-issued (if applicable), whichever is later.

ARTICLE 6 - PERSONNEL FILE

6.1 - Personnel Files

Only one official personnel file shall be maintained by the Board, which shall be the property of the Board. However, all documents, communications and records dealing with the processing of grievances and Immigration Form 1-9 shall be filed separately from the personnel file of the employee.

6.2 - Rights of Access

Upon written request, each employee shall have access, for examination purposes, to all of the material in his/her personnel file, excluding confidential records as defined by the *Personnel Records Review Act*, 820 ILCS 40/1 *et. seq.* The examination of the personnel file shall occur during regular business hours, and during a time when the employee is not otherwise assigned and in a manner which shall not interfere with the operation of the transportation office. Such examination shall be in the presences of a designated employee of the Board. This Section shall not be applicable to any evaluative or reference information received by the Board prior to the employee's first employment day with the District.

6.3 - Placement of Material in File

Any evaluative or disciplinary material placed in the file shall be signed and dated by the Director of Transportation and acknowledged by the employee, with a copy of such material to be given to the employee.

6.4 - Right of Copy

Each employee shall have the right to be furnished, at his/her expense, with copies of any or all file material, exclusive of confidential material named in Section 2, within two (2) work days after the employee requests such material.

6.5 - Right of Attachment

Each employee shall have the right to have dissenting or explanatory material attached to any document on file with a note to "See attached material" on the original document, provided such shall be filed within thirty (30) calendar days of the date the employee is notified that the original document was placed in his/her file. The attachment and notation shall be the responsibility of the employee subject to Sections 6.3 and 6.6.

6.6 - Removal of Material from the File

No employee or administrator shall remove any material from the Board's official file of the employee, except by mutual consent.

6.7 - Privacy of Material in File

Neither an employee's file nor any of its contents shall be copied or otherwise made known to anyone without the permission of the employee, provided, however, such file shall be available to the Board and its agents, the administration or any court or other hearing, or any third party as required by law. The employee and Union President will be notified in writing (email is acceptable) upon fulfillment of the request, if permitted by law. Such notification will not impair the District's ability to respond as required by law.

ARTICLE 7 - JOB DESCRIPTION PROCEDURES/EVALUATION PROCEDURES

7.1 - Job Description

The Superintendent or his designee shall develop a job description for each position covered by this Agreement. The Superintendent or designee, the employee's immediate supervisor and the Union President shall review the job descriptions for content from time to time. The Superintendent or his designee shall provide each employee with a copy of his/her job description and all amendments. Upon the written request of the employee, the employee's immediate supervisor shall meet with the employee annually to review the employee's job description. When a job description is changed to require a new skill or technological knowledge which the incumbent does not possess, the incumbent shall be offered the first opportunity to gain the necessary training at the Board's expense not to exceed two hundred and fifty dollars (\$250.00) per fiscal year, provided the incumbent shall be provided only one such opportunity to acquire said new skill or technology within a reasonable period of time. This provision shall not apply to elimination of positions or combined positions.

7.2 - Evaluation Schedule and Conference

The Director of Transportation, or designee, may evaluate all employee(s) in writing at least once per year, which may include an "on route" evaluation for drivers. An "on route" evaluation shall be conducted a minimum of once per year for first year drivers. The first such "on route" evaluation shall be conducted within a reasonable period following the first year driver's completion of ninety (90) driving days with the District. Within seven (7) calendar days following the evaluation, the evaluator shall have a meeting with the employee to discuss the evaluation. The evaluation of the employee's performance shall be based on the employee's job description and other standards and criteria, which have been established by the employer and made known to the employee prior to evaluation.

7.3 - Evaluation Receipt and Signature

The evaluator shall furnish the employee with a copy of the written evaluation. Both the evaluator and employee shall date and sign all copies of the written evaluation. The signature of the employee shall not indicate agreement with the written evaluation, but rather shall indicate that the conference and discussion have been held and that the employee is in receipt of a copy of the written evaluation.

7.4 - Evaluation Rebuttal

If the employee feels his/her formal written evaluation is incomplete, inaccurate or unjust, the employee may put his/her objections in writing within thirty (30) days after receipt of said evaluation. Both the employee and evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the written evaluation.

7.5 - Personnel File Copy

A copy of all formal written evaluations and any attached written objections shall be placed in the employee's official personnel file.

7.6 - Evaluation Committee

A committee not to exceed four (4) in number shall review the evaluation criteria and procedures used in the District. The Committee, one half (1/2) of which shall be members of the bargaining unit designated by the Union President, and one half (1/2) appointed by the Superintendent or designee, shall submit its recommendations in writing to the Board and the Union by April 1" each year only if deemed necessary by mutual agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 - Grievance Definition

Any claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be considered a grievance.

8.2 - Grievance Process

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communication. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

Step 1 - Supervisor Level:

The employee and/or the Union may present the grievance in writing to the immediately involved supervisor. The grievance shall set forth the facts in the grievance, the section or sections in the Agreement allegedly violated and the remedy requested. Such grievance shall be submitted within twenty (20) days of the occurrence of the grievance or within twenty (20) days of when such occurrence should reasonably have become known. The supervisor shall arrange for a meeting to take place within ten (10) days after report of the grievance. Within ten (10) days after completion of the conference, the immediate supervisor shall give his/her decision to the grievant/Union in writing.

Step 2 - Superintendent Level:

If the grievance is not resolved at Step 1, the employee and/or the Union may refer the grievance in writing to the Superintendent or designee within ten (10) days after receipt of the Step 1 answer. The Superintendent or designee shall arrange for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days after completion of the conference, the Superintendent shall give his/her decision to the grievant/Union in writing.

Step 3 - Arbitration:

If the Union is not satisfied with the disposition of the grievance at Step 2, the Union may submit the grievance to binding arbitration. The American Arbitration Association (AAA) shall act as administrator of the proceedings. If the written demand for arbitration is not filled within twenty (20) days of the date of the Step 2 answer, then the grievance shall be deemed withdrawn.

8.3 - General Provisions

- A. In all steps of the grievance procedure, if the Board requires such steps to be held during the working hours of the grievant and/or the grievant's representative, such employees shall be excused with pay for that purpose. If the Board requires an employee to attend arbitration as a witness, he/she shall be excused without loss of pay or leave for that purpose. An arbitration hearing shall not be held during the working hours of the Union witnesses without the mutual agreement of the Board and the Union.
- B. If a grievance arises from the action of an authority higher than the immediate supervisor, the Union may present such a grievance at the appropriate steps of the grievance procedure with approval of the appropriate authority.
- C. An employee who participates in the grievance procedure shall not be subject to disciplinary action or reprisal by the Board or Union because of such participation.
- D. The employee and his/her Union representative have the right to be present at all steps of the grievance process.
- E. At the request of the grievant or his/her Union representative, the Board shall provide copies of all documents submitted by the Board at Steps 1 and 2 of the grievance procedure upon receipt of the cost of producing the documents.

- F. The failure of the grievant or the Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next higher level.
- G. In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance or making the decisions shall notify the Union in writing of all meetings, of any hearing and, of the resolution of the grievance at any level. However, in no event shall the grievance be resolved in a matter inconsistent with the terms of this Agreement unless with the approval of the Union.
- H. The term “days” as used herein shall mean days in which school is scheduled to be in session. When school is not in session, the term “days” shall mean workdays.
- I. All time limits may be extended by mutual agreement between the parties.
- J. A grievance may be withdrawn in writing at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.

8.4 - Scope of Arbitration

The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted to him/her in writing and shall base the decision upon his/her interpretation of the meaning or the application of the terms of this Agreement. In the event the arbitrator finds a violation of the terms of this Agreement, he or she shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way from this Agreement. The arbitrator shall submit in writing his or her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

8.5 - Cost of Arbitration

Each party shall bear the full cost of its representation. The cost of the arbitrator and AAA shall be divided equally between the parties. The Board shall retain a certified shorthand reporter to prepare an official transcript of the proceedings. The cost of such services shall be borne equally between the Board and the Union. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order a transcript, the cost of the transcript shall be divided equally between the Board and the Union. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the Board and the Union.

8.6 - Location of Arbitration

All arbitration hearings shall be held at a location situated within the boundaries of the Woodstock Community Unit School District No. 200, unless the parties mutually agree to hold a hearing elsewhere.

ARTICLE 9 - DISCIPLINARY ACTION

9.1 - Disciplinary Notice

No employee covered by this Agreement and employed by the District for more than thirty (30) consecutive workdays shall be disciplined, including but not limited to reprimand, suspension with or without pay, withholding compensation or discharge without:

- A. Notice of the Reasons in writing; and
- B. The right to a Union representative at the employee disciplinary conference.

This section is not meant to prevent the Board from taking immediate action for unusual or severe circumstances nor shall this provision pertain to evaluation conferences unless the employee has received an unsatisfactory evaluation and the Board has decided to discipline the employee at that conference.

9.2 - Disciplinary Appearance

When an employee is required to appear before the Administration and/or the Board regarding the discipline or dismissal of an employee, the employee and Union shall be given a written notice forty-eight (48) hours prior to any meeting, except in cases related to safety issues or conduct with students, and be entitled to have a representative of the Union present.

9.3 - Disciplinary Procedure

Any disciplinary action shall be progressive and corrective unless the cause for discipline is so serious as to require immediate dismissal.

9.4 - Failure to Report

Regardless of the length of continuous employment in District, any employee who fails to report to work for three (3) consecutive work days and also fails to notify the District that he/she will be absent by telephoning his/her supervisor, or any other individual designated by the employer to receive reports of absence, shall be considered to have resigned from employment with the District unless the employee can demonstrate that he/she was unable to call due to total incapacitation (*e.g.*, coma, amnesia, etc.). Any employee who has been granted a leave of absence under Article 11 shall be exempt from this section. Notwithstanding the preceding exemption, any employee granted a leave of absence under Article 11 shall be required to provide his/her supervisor with the expected date of return to work at the beginning of his/her leave and shall also be required to provide prompt notification to his/her supervisor if unable to return on the expected date.

ARTICLE 10 - ROUTES/TRIPS

10.1 - Definition

Regular Scheduled Routes shall be defined as transportation of students to and/or from school at regular scheduled times as designated by the Director of Transportation. All routes shall be considered separate with the exception of kindergarten routes that transport thirty (30) or more students which shall have the same driver transport students both to and from school.

Extension routes shall be defined as transportation of students to and/or from school, between schools or to and/or from other school-related activities which may or may not be temporary and that occur at times other than previously scheduled route times. For all extension routes that overlap with a driver's regular scheduled route, the driver will be paid for actual time worked in completing the extension route. If a driver completes an extension route independent of a regular scheduled route, that route shall be guaranteed a minimum of one (1) hour of pay at the driver's rate of pay. The transportation of student(s) to and/or from school(s) or other school-related activities other than those on the original posting sheet may be included in the extension route at a later date if the Director determines the needs exist, and transporting student(s) to and/or from those additional school(s) or other school-related activities fits within the extension's route and original posted time frame.

Sign-up trips shall be defined as trips between or after weekday route hours, weekends and holidays.

Assigned trips shall be defined as trips that leave, return or occur during route hours.

Add-on extension runs shall be defined as the temporary transportation of students to and/or from school at the beginning or ending times of an existing regular scheduled route. Such runs are added to a route that can best accommodate the student/students time line and is already in the area of proximity of the student that needs to be transported. The additional time to perform such run is added to the existing time of the regular scheduled route. After following the posting procedure as stated in Article 10.5, if no one has signed the posting, the run will be added to the route with the least senior driver.

10.2 - Route Scheduling

All scheduling of routes shall be completed as soon as practical prior to registration. All routes and extension routes shall be posted for review prior to the first selection day in the driver's lounge. Extension and/or kindergarten routes shall only be available to drivers who concurrently hold a route. Routes and extension routes shall not be established solely for the purpose of minimizing the fringe benefits of the employee. During the school term, the Director of Transportation, or his/her designee, shall provide at least twenty-four (24) hours' notice, to both the affected driver and the Union president, before he/she alters a driver's route by ten (10) minutes or more (which shall be non-cumulative). All routes that are vacated during a school term shall be posted for bidding within forty-eight (48) hours.

By October 1st of each school year, the Union president shall receive a copy of all routes, which shall include the approximate times of departure and return. Updates shall be given to the Union president as new routes or extension routes are established during the school year. The Director of

Transportation, or his/her designee, shall provide the Union president with the name, address, and telephone number of any newly hired employees within ten (10) school days of said employee's first day on the job.

Notices of vacancies which occur during the summer shall be sent to employees who are not employed during the summer and who request such information in writing, by mail to the employee's last known address.

Effective June 1, 2007, a regular or extension route shall be considered vacant if the employee holding such route is unable to perform his/her job duties for a period of sixty (60) school days, at which time such vacancy shall be posted and employees will be given the opportunity to bid on such route. The Union president shall be notified of the vacancy.

Employees on leave as defined in Article 11 of this Agreement shall not be permitted to change, switch or extend routes while on leave.

Employees who have been on leave for sixty (60) or more school days preceding the assignment of summer school routes shall not be eligible to bid on summer routes.

10.3 - Route Selection

- A. Regular Scheduled Routes - All route drivers who were continuously employed the last thirty (30) days of the previous school year, or who were on an approved leave of absence shall have the opportunity to bid on all regular scheduled routes based solely upon seniority. The Director of Transportation shall notify drivers of their designated date and time to select routes and a copy of those dates and times shall be given to the Union president. An authorized representative of the Union shall have the right to be present at the time such routes are selected.
- B. Extension Routes - When it is necessary to create and fill an extension route, the Director of Transportation shall advise all drivers if they are eligible for an extension route. The route selection process as defined in Section A above shall also be used for purposes of selection of extension routes. The selection shall also be subject to Section 10.4, 10.5, and any other relevant sections of this Agreement.
- C. RIF Waiver and Hold Harmless - If any driver suffers a reduction in work hours as a result of the route selection procedures described above, the Union and each individual employee hereby agree to waive any rights they may have to a thirty (30) day notice of reduction in force under such circumstances pursuant to the School Code and/or pursuant to Article 5 of this Agreement. Furthermore, the Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, costs, fees, back pay or other forms of liability which arise out of or by reason of the Board's reliance on the aforementioned waiver provision.

10.4 - Canceled Routes and Canceled Extension Routes

A. Canceled Regular Scheduled Routes

Drivers shall be paid for canceled routes or any part of a canceled route provided they report to work and perform duties as assigned which shall not exceed the canceled route hours. Any student/students needing transportation during time previously covered by a canceled route or any part of a canceled route may be reassigned to that driver and returned to that route.

B. Canceled Extension Routes

A driver shall not be paid for a permanently canceled extension route. Extension routes shall be guaranteed the greater of one (1) hour or the actual drive time. In the event of a student absence that results in the temporary cancellation of an extension route, the driver shall be required to report to work (during the time that he/she is normally paid to drive the extension route) and perform such duties as may be assigned by the Director of Transportation, or his/her designee, for which the driver shall be compensated. However, if such driver and the Director of Transportation, or his/her designee, mutually agree otherwise, the driver shall not be required to report to work and shall not be entitled to receive such compensation.

10.5 - Newly Created Routes and Extension Routes

Routes and extension routes which are created or vacated after the route selection process shall be posted for three (3) school days. Eligible drivers may bid on such routes and extension routes by seniority so long as the drivers' total hours would not exceed a forty (40) hour scheduled workweek and, in the case of extension routes, may not interfere with the driver's current route.

10.6 - Sign-up Trips-

- A. Eligibility - All sign up trips shall be posted and available to any driver who registers his/her name in the "sign-up trip book." All drivers are eligible as long as the trip does not interfere with the driver's daily route.
- B. Posting of Assignments - On Wednesday of each week, trip assignments for the following week, Sunday through Saturday shall be posted.
- C. Selection - Route drivers shall be given first consideration for sign up trips based on the fewest trip hours. Such trip hours shall be totaled and posted by Monday at 5 p.m. of each week. If Monday falls on a holiday then the total shall be posted on the next school day. In the event two (2) or more Route Drivers have driven the same number of hours, seniority, as defined in Article 5, shall determine the assigned driver. If no Route drivers are eligible for the trip as defined above, then any other eligible driver who has registered his/her name shall be assigned based on the fewest accumulated trip hours. On the first day of each semester, all drivers will start with zero accumulated hours.

- D. Compensation – A driver shall be compensated at his/her normal rate of pay for the entire time of the trip from start (including wait time) to finish. Overnight trip drivers shall be guaranteed a minimum of eight (8) hours per day. Computation of said guaranteed hours shall not include any route time driven that day. However, only the actual hours worked shall be considered for purposes of overtime eligibility and compensation.
- E. Trip Cancellations – A driver shall receive two (2) hours pay for any trip canceled less than four (4) hours prior to departure time. Such employee shall also be compensated by having two (2) hours subtracted from his/her accumulated trip hours. For all trips canceled four (4) or more hours prior to departure time, the employee shall be compensated by having two (2) hours subtracted from his/her accumulated trip hours.
- F. Postponed Trips - If a trip is postponed and rescheduled to take place within seventy-two (72) hours of its original departure time, the assigned driver shall have the option of driving the trip on the new date, assuming all the provisions of Article 10.6 and 10.7 are followed. If the assigned driver does not exercise the above option, the trip shall be posted as a new trip.
- G. Refusal of Trip - If a driver is unable to drive an assigned trip, and the driver notifies the transportation office of their refusal of the trip more than two (2) days prior to the trip, two (2) hours shall be added to the driver's total trip hours. If the employee refuses the trip less than two (2) days prior to the trip, five (5) hours will be added to the driver's total trip hours. Only eligible employees who have registered their names in the "sign up trip book" shall be notified that the trip has become available. If all such registered drivers are unable to accept the trip, the trip shall be posted so that all drivers are eligible in accordance with all provisions of Article 10, Section 6 of this Agreement.
- H. Correction of Errors – All drivers shall be required to review their accumulated trip hours on a weekly basis and notify the Director of Transportation, or his/her designee, of any errors, in writing by 5 p.m. on Tuesday. Any driver who will have a change to his/her regular driving schedule that will affect his/her availability for trips during the following week, Sunday through Saturday, shall notify the dispatcher in writing by 5 p.m. on Monday.
- Any driver who is denied a trip due to an error on the part of the Director of Transportation, or his/her designee, shall be paid for two (2) hours accumulated trip time, which shall be added to his/her accumulated trip time totals. To receive pay for the two (2) hours and accumulated trip time, such driver must submit a claim to the Director of Transportation no later than the Tuesday after the trip in question was assigned.
- I. Minimum Hours - All sign-up trips shall be a minimum of two (2) hours unless the trip hours overlap with the driver's existing route time.
- J. New Employees - New employees shall only be eligible for trips after completion of thirty (30) calendar days, unless no other alternative is available. Upon completion of thirty (30) calendar days his/her initial hours shall be calculated by the average hours of the fifth (5th) through and including the fifteenth (15th) highest accumulated hours employee(s) as appearing on the accumulated hours trip list.

- K. Reimbursements - The party requesting a bus and driver for any overnight trip shall be required to pay for the driver's lodging and two (2) meals each day. Drivers shall be provided any and all entrance and/or parking fees. If the requesting party is unable to reimburse the driver, the district shall reimburse the employee for all pre-approved and receipt amount.
- L. Communications/Security - Cellular telephones shall be provided for a driver when radio communication is not possible and on all overnight trips. When more than one bus is traveling to the same destination, at least one cellular telephone shall be provided for the group. If no district telephone is available, an employee may use his/her personal cellular telephone.
- M. Limitations - Sign up trips do not accumulate toward the minimum of driving twenty-five (25) employment days per semester to maintain seniority. Employees shall not be eligible for trip hours if such hours cause the employee to exceed forty (40) hours per week; or if the trips start or finish time interferes with the driver's daily route; unless no other alternative is available.
- N. Drivers who also work in another district position (for example noon hour associate, bus associate, etc.) who accept a sign-up trip that overlaps with their other D200 position shall not be paid for both positions at the overlapping time. The non-driving position will take precedence due to the expectation that the driver will fulfill their other district position as assigned. The acceptance of a sign-up trip may not interfere with the employee's other district duties and responsibilities.

10.7 - Assigned Trips

- A. Eligibility - All assigned trips shall be posted and available to all drivers who register his/her name in the "assigned trip book." All drivers are eligible as long as it does not interfere with the driver's daily route.
- B. Posting - Trips shall be posted in the "assigned trip book." On Wednesday of each week, trips shall be assigned for the following week, Sunday through Saturday. Any trip that is received after the assignment process is complete, but that is scheduled to take place in the following week, or the week in which it was received, shall be posted as received, and shall be assigned as soon as possible prior to its scheduled date.
- C. Selection - Assigned trips shall be assigned as evenly as possible on a weekly basis. Hours driven for each "sign up and assigned" trip shall accumulate for total trip hours. Each month all eligible drivers will start with zero trips. When two (2) or more drivers have driven the same number of trips, the driver with the least amount of accumulated trip hours shall be awarded the assigned trip. When two (2) or more employees have driven the same number of accumulated trip hours, the driver with greater seniority, as defined in Article 5, shall be awarded the assigned trip. Sign up and assigned trip hours will be accumulated on one (1) tabulation list and posted as defined in Article 10.6C above.

- D. Compensation – A driver shall be compensated at his/her normal rate of pay for the entire time of the trip from start (including wait time) to finish. Overnight trip drivers shall be guaranteed a minimum of eight (8) hours per day. Computation of said guaranteed hours shall not include any route time driven that day. However, only the actual hours worked shall be considered for purposes of overtime eligibility and compensation.
- E. Trip Cancellations - Employees shall receive two (2) hours pay for canceled trips scheduled to leave after 2:30 PM, provided the employee was not notified prior to 12:00 noon on the departure day of trip. Also, such employee shall have one (1) trip subtracted from his/her accumulated trips for that month. If the employee is notified by 12:00 noon or before on the departure day of trip, he/she shall be compensated by having one (1) trip subtracted from his/her total for that month.
- F. Postponed Trips - If a trip is rescheduled to take place within seventy-two (72) hours of its original departure time, the assigned driver shall have the option of driving the trip on the new date, assuming all the provisions of Article 10.6 and 10.7 are followed. If the assigned driver does not exercise the above option, the non-athletic trip shall be posted as a new trip.
- G. Refusal of Trip - If a driver signs up for the available trip and then refuses the trip, the driver must notify the transportation office of their refusal at least two (2) days prior to the trip. If the employee refuses the trip less than two (2) days prior to the trip, five (5) hours will be counted against the employee's total trip hours and one (1) trip shall be added to his/her total trips for that month. Only eligible drivers who have registered their names in the "Assigned Trip Book" shall be notified that the trip has become available. If all such registered drivers are unable to accept the trip, the Director of Transportation may assign any driver who is available.
- H. Correction of Error - All drivers shall be required to review their accumulated trip hours on a weekly basis and notify the Director of Transportation, or his/her designee, of any errors, in writing by 5 p.m. on Tuesday. Any driver who will have a change to his/her regular driving schedule that will affect his/her availability for trips during the following week, Sunday through Saturday, shall notify the dispatcher in writing by 5 p.m. on Monday.
- Any driver who is denied a trip due to an error on the part of the Director of Transportation, or his/her designee, shall be paid for two (2) hours accumulated trip time, which shall be added to his/her accumulated trip time totals. To receive pay for the two (2) hours and accumulated trip time, such driver must submit a claim to the Director of Transportation no later than the Tuesday after the trip in question was assigned.
- I. Minimum Hours - All assigned trips shall be paid a minimum of two (2) hours, unless the trip hours overlap with the driver's existing route time.
- J. New Employees - New employees shall only be eligible for trips after completion of thirty (30) calendar days unless no other alternative is available. Upon completion of thirty (30) calendar days, his/her initial trips shall be calculated by the average number of trips of the first (1st) through and including the tenth (10th) employees on the accumulated assigned trip list.

- K. Reimbursements - The party requesting a bus and driver for any overnight trip shall be required to pay for the drivers lodging and two (2) meals each day. Drivers shall be provided any and all entrance and/or parking fees. If the requesting party is unable to reimburse the driver, the district shall reimburse the employee for all pre-approved and receipt amount.
- L. Communications/Security - Cellular telephones shall be provided for a driver when radio communication is not possible and on all overnight trips. When more than one bus is traveling to the same destination at least one cellular telephone shall be provided for the group. If no district phone is available, an employee may use his/her personal cellular telephone.
- M. Limitations - Assigned trips shall accumulate toward the minimum of driving twenty-five (25) employment days per semester to maintain seniority, Employees shall not be eligible for trips if such trip causes the employee's hours to exceed forty (40) hours for the week; or if the trip start or finish time interferes with the driver's daily route; unless no other alternative is available.
- N. Drivers who also work in another district position (for example noon hour associate, bus associate, etc.) who accept an assigned trip that overlaps with their other D200 position shall not be paid for both positions at the overlapping time. The non-driving position will take precedence due to the expectation that the driver will fulfill their other district position as assigned. The acceptance of an assigned trip may not interfere with the employee's other district duties and responsibilities.

10.8 - Special Requests

All employees shall be allowed only one (1) special request trip per year. All special requests shall be granted on the basis of seniority. However, only one special request per day may take place during route times.

10.9 - Substitute Driver Scheduling

- A. Eligibility - Drivers shall be eligible to substitute for any route, provided it does not interfere with his/her daily route and does not cause the driver's hours to exceed forty (40) hours for the week, unless no other alternative is available. For substitute driving assignments that overlap with a driver's regular scheduled route, the driver will be paid for actual time worked in completing the substitute route.
- B. Selection - Employees shall be assigned to substitute routes as needed, based on driver availability. Driver availability shall be determined by a weekly sign up. Drivers available to substitute every workday of a given week shall be assigned first. When two (2) or more drivers have identical availability, seniority, as defined in Article 5 of this Agreement, shall determine the assigned driver. Substitute drivers assigned routes shall be subject to seniority, as defined in Article 5 of this Agreement. Failure to perform route assignments shall subject the driver to disciplinary action.

- C. Minimum Hours - Substitute drivers who accept driving assignments shall be guaranteed the following minimum hours: AM routes - two (2) hours; Mid-day Extension routes - one (1) hour; Kindergarten routes - one and one-half (1 1/2) hours; PM routes (1st and 2nd) - two (2) hours; 1st PM only - one and one-half (1 1/2) hours; 2nd PM route (if driver comes in to do this portion only and needs to check out bus) - one and one-half (1 1/2) hours; 2nd PM route (if driver already has a 1st PM and is continuing on to a 2nd PM) - one (1) hour. The minimum guaranteed hours outlined in this Section only apply where the guaranteed minimum does not cause an overlap with the driver's regular scheduled route. If the substitute driving assignment overlaps with the driver's regular scheduled route, the driver will be paid for actual time worked in completing the substitute route.
- D. Minimum Work Hours – Any substitute driver who fails to perform at least twenty (20) hours of substitute work normally performed by transportation employees (excluding any scheduled meeting / professional development training days) during the preceding school year, shall have their employment terminated by the Board of Education. The recommendation to the Board of Education for termination shall be made in the first month immediately following the school year wherein the minimum twenty (20) hour threshold was not met.

10.10 - "Hot Trip"

In the event that no driver signs up for a trip, or all drivers listed would exceed forty (40) hours in a work week, the trip shall be posted as a "hot trip." All drivers may sign up for said trip. From the "hot trip" sign up list, the driver with the least accumulated trip hours shall be assigned the trip.

10.11 - Grievance Procedure

The parties acknowledge that this article represents the best efforts of the parties to articulate certain district practices regarding routes and trips. However, the parties also recognize that because this article represents a significant change in language from the 1994-1996 agreement, it is possible the parties may have misstated certain practices and/or overlooked other practices. Consequently, in the interest of labor peace and in order to allow flexibility regarding possible midterm changes in this Article, the parties agree that in the event the union and the district are unable to resolve a grievance which alleges a violation of Article X, the parties agree to submit such grievance to Grievance Mediation through the Federal Mediation and Conciliation Service prior to submitting the grievance to arbitration. Following a denial by the Superintendent and an indication by the Union that their intent is to proceed to arbitration, the Union and the Board shall request the assistance of FMCS and allow at least thirty (30) calendar days in an attempt to resolve the grievance. If a resolution is not reached within the allotted mediation period, the Union may proceed with the grievance to arbitration. Written demand for arbitration shall be filed within twenty (20) days from the conclusion of grievance mediation.

ARTICLE 11 - LEAVES

11.1 - Sick Leave

A. All route drivers, head mechanics/shop foremen, mechanics and mechanic’s assistants shall be entitled to sick leave as follows:

9-month employees 12 accrued days annually, 3 days from the date of route selection for the current school year, 1 day per subsequent month of employment.

12-month employees 15 accrued days annually, 4 days from July 1 of the current school year, 1 day per subsequent month of employment.

B. Sick leave in the initial year of employment shall be prorated in accordance with the portion of the year remaining until the end of that school year (June 30).

C. Sick leave shall be interpreted to mean personal illness, serious illness or death in the immediate family or household. The immediate family or household for purposes of this Article shall include parents, spouse, brothers, sisters, children, grandchildren, grandparents, parent-in-law, brothers-in-law, sisters-in-law, legal guardians and children-in-law.

D. Unused sick leave shall accumulate without limit.

E. Before the start of the school year, each employee shall be notified of the total number of sick days accumulated. Such notices shall not be construed to preclude the Board from modifying said notice in the event of an error in computation.

F. The Board shall provide an attendance incentive to all route drivers as follows:

Days Absent Per Semester

0 – 1.5	\$435.00
1.51 - 3	\$255.00

The Board shall provide an attendance incentive to all mechanics (12-month employees) as follows:

A perfect attendance bonus of \$200 per work year shall be paid to mechanics provided the following:

- no absences from work regardless of reasons (except personal, vacation and union leave.)
- continuous employment with the District for the applicable full work year.
- absences due to Bereavement Leave as defined in Section 3 of this Article, Jury Duty, or Military Leave, shall not count as absences for the purpose of the Perfect Attendance Bonus.

1. For purposes of eligibility for the attendance incentive only, a driver shall not be considered absent if he or she is granted Union Leave (pursuant to Section 11.6); Personal Leave (pursuant to Section 11.2); Bereavement Leave (pursuant to Section 11.3); Jury Duty (pursuant to Section 11.4); Military Leave; or is required to appear in court to testify on behalf of the District; or, if approved by the Transportation Director, is required to appear in court to serve a civic duty (*i.e.*, to testify as a witness to a crime or a vehicular accident).
2. A driver is required to attend the scheduled trial run prior to the start of the new school year.
3. Continuous employment with the district shall be required.
4. Absences shall be computed on the basis of the actual driving time missed.
5. Any driver who does not maintain a regular route, but who drives a minimum of twenty-five (25) employment days per semester, shall be paid a sum of forty dollars (\$ 40.00). If such driver drives a minimum of thirty-five (35) employment days per semester, the sum paid shall be increased to a total of one hundred twenty-five dollars (\$ 125.00), provided that on at least fifteen (15) of said thirty-five (35) employment days, the driver drove a substitute route.

Employees shall receive attendance incentive payments for each semester on the second pay day in January and the last pay day in June.

(Note: In-Service absences shall be considered in accordance with F.4 above.)

If an employee is eligible for the Attendance Incentive during their final two (2) years of employment with the district, and they concurrently elect the Service Recognition Bonus for either or both of their final two (2) years of employment with the district as defined in Article 17 Section 16, such payment (including the Attendance Bonus) shall be made after the conclusion of the first calendar month following the month in which the employee's employment was terminated such that the payment will not constitute IMRF earnings (e.g. for an employee terminating employment on June 30, 2023, payment shall be paid on the first regularly scheduled payroll in August 2023).

11.2 - Personal Leave

All full-time (35 hours or more) employees may request three (3) personal leave days per year. Employees working twenty-five (25) to thirty-four (34) hours per week may request two (2) personal leave days per year. Employees working less than twenty-five (25) hours per week may request one (1) personal leave day per year. Personal leave is subject to the approval of the Superintendent or designee. Personal leave shall not be used on the first three (3) student attendance days of the school term or any day immediately preceding or following any school holiday, vacation or recess period. Such leave is for transacting business which can only be done during the employee's working hours. Such requests must be submitted to the Superintendent or designee forty-eight (48) hours in advance of the effective date, absent exceptional circumstances. Unused personal leave days are added to the employee's available sick leave on July 1.

11.3 - Bereavement Leave

Each employee, with the exception of drivers who do not maintain a daily route, shall be entitled to three (3) bereavement leave days with full pay for death in the immediate family or household as defined in Section 11.1 above. Such leave shall be non-cumulative from year to year. The employee taking such leave shall notify the Director of Transportation as soon as is feasible of his/her intention to take such leave. Any additional days shall be deducted from the employee's cumulative sick leave. For a death that occurs to a relative not defined in Section 1 of this Article or to a friend, each employee shall be entitled to bereavement leave with full pay for two (2) days. Such latter bereavement leave shall be limited to one (1) non-cumulative occurrence per year.

11.4 - Jury Duty

Any employee, with the exception of drivers who do not maintain a daily route, required to serve jury duty during his/her work hours shall continue to receive regular daily compensation for such hours provided any other compensation for such jury duty (excluding travel and meal allowance) shall be endorsed and remitted to the business office.

11.5 - Leaves of Absence

Leaves of absence without pay may be granted to an employee in the District by the Board at its discretion and under the terms determined solely by the Board. Each leave request shall be considered on its individual merit and the granting or denying of such request shall be without precedential effect. The employee shall be given an opportunity to continue insurance coverage in the District's insurance program during a Board approved leave of absence but shall be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. In the event that an employee who is granted a leave of absence under this Section 11.5 is also eligible for leave pursuant to the *Family and Medical Leave Act* ("FMLA"), the rules and regulations governing FMLA leaves shall apply.

When possible, an Employee's request for a leave of absence shall be submitted thirty (30) days in advance of the first day of the requested leave.

11.6 - Union Leave

The Union shall be entitled to forty (40) hours of Union leave per year without loss of salary or other leave days, to send a representative to local, state or national conferences, conventions or workshops, provided that the Union President notifies the Superintendent, or his/her designee, four (4) days prior to the absence and that the Union reimburses the District for the cost of substitutes if they are hired. Unused Union leave shall not accumulate from year to year.

11.7 - Inclement Weather Leave

When school is closed due to inclement weather any employee required to work and not contacted by the Director of Transportation or designee prior to arriving at work shall be compensated two (2) hours of show up time at their rate of pay. However, only actual hours worked shall be considered for purposes of overtime eligibility and compensation.

Mechanics may be required to report to work on a modified work schedule on days when inclement weather, or other factors may impact the operation of the bus fleet. On those days, the mechanics will be expected to work their regularly scheduled number of hours, with their end times based on their modified start time. (Example – report to work at 2:00 a.m.; work an 8-hour shift, including a one (1) hour off-duty break, and leave work at 11:00 a.m.) At the beginning of the school year, the affected employees, bargaining unit representatives and the Transportation Administration will meet to discuss an equitable staggered shift schedule to be implemented during the year in the event of inclement weather.

On emergency days when school buildings are closed for in-person learning due to snow/cold but the school day is conducted remotely (i.e., an e-learning day under Section 10-20.56 of the *School Code*), employees shall be paid for their regular number of work hours to perform work assigned by their supervisor. Employees who do not perform the assigned work shall not be paid.

ARTICLE 12 - GENERAL WORKING CONDITIONS

12.1 - Interaction with Students

Any employee who has allegedly been the subject of gross disobedience or misconduct by a student shall report such incident to the Director of Transportation. The Director of Transportation shall make available to the employee(s) the most current yearbook to assist in the identification of the individual student. The Director of Transportation shall promptly investigate the matter and notify the employee of his or her recommendation. If the employee feels that the action is not appropriate, the employee may appeal such decision to the Superintendent. The Superintendent's decision shall be final.

12.2 - Student Discipline Study Committee

This committee shall consist of five (5) employees appointed by the Union President and the Director of Transportation may participate. The committee shall meet in November and February or as needed to discuss problems and to make recommendations for procedures to insure the safety of bus passengers. The committee shall make at least two (2) separate recommendations, if any, to the Director of Transportation. If the Director fails to respond to the committee, or if the Director's response is considered unsatisfactory by the committee, such recommendations may be submitted to the Board and Union.

12.3 - Handbook

The Bus Driver's Handbook shall not be considered a part of this Agreement.

12.4 - Contracts/Subcontracts

No work customarily performed by members of the bargaining unit shall be subcontracted on or after the effective date of this Agreement without the Board having first given advanced notice to the Union and only after having afforded the Union an opportunity to bargain the proposed subcontracting.

12.5 - Safety and Accident Committee

A safety and accident committee shall be established to identify safety concerns, accident problems, and route complications. The committee shall make recommendations to the Director of Transportation. The committee consisting of three (3) employees appointed by the Union President and three (3) members appointed by the Director shall meet quarterly unless it is mutually agreed that no meeting is necessary.

ARTICLE 13 - OVERTIME

13.1 Overtime Hours

Overtime shall be work performed by an employee which is in excess of forty (40) hours in one (1) week. Employees shall not be required to alter their normally scheduled hours of work without their consent in order to require use of compensatory time in lieu of overtime pay. This Article shall not preclude changing an employee's regular work week and is subject to the language in Article 11.7, Inclement Weather Leave.

13.2 Overtime Hours for Mechanics

All overtime hours for mechanics must be pre-approved on a weekly basis by the Director of Transportation prior to the work being completed. In order to facilitate and document the approval process, a *Mechanic's Overtime Request Form* must be submitted no later than the Friday prior to the work week for each Mechanic for whom overtime is being requested. The Mechanic's Overtime Request Form must include the specific number of hours being requested per day and the rationale for the request. The Director of Transportation (or his/her designee) will have sole discretion as to whether the request for overtime for a specific day and/or week will be approved or not.

Any hours of overtime that are worked without pre-approval will not be paid. Extenuating circumstances may arise during the course of the week which may cause the Director of Transportation or his/her designee to grant approval for additional overtime hours during the workweek. However, these additional hours must also receive written approval by the Director of Transportation or his/her designee, prior to compensation for the work performed being issued.

13.3 - Overtime Rate

Overtime shall be compensated at one and one-half (1-1/2) times the employee's hourly rate.

13.4 - Weekends

The overtime rate of one and one-half (1-1/2) times the employee's hourly rate shall also apply to work performed on Saturdays and Sundays by full-time employees provided such weekend hours are in excess of forty (40) hours per week.

ARTICLE 14 - VACATION AND HOLIDAYS

14.1 - Vacations

Employees serving full-time or part-time in twelve-month positions are entitled to paid vacation benefits as follows:

One (1) year to five (5) years completed on the anniversary of the employee's date of hire -ten (10) vacation days;

Six (6) years to ten (10) years completed on the anniversary of the employee's date of hire -fifteen (15) vacation days;

Eleven (11) years to fifteen (15) years completed on the anniversary of the employee's date of hire - twenty (20) vacation days;

Sixteen (16) years or more completed on the anniversary of the employee's date of hire twenty-five (25) vacation days.

All vacation shall be approved in advance by the Superintendent or his designee. Vacation time shall be used within one (1) year of the time earned. Employees should take vacations during the summer months. However, if an employee wishes to take a vacation during Christmas recess, spring break, or during the school year, the Director of Transportation and Superintendent must approve the request and there must be sufficient personnel to carry out the duties of the employees on vacation as determined by the Director of Transportation. An employee, who terminates his/her employment or retires prior to the anniversary of his/her date of hire, shall earn vacation time on a prorated basis for that fraction of the year for which the employee works. Such employee shall be granted full pay for earned and unused vacation time. Vacation time taken but not earned at the time of termination or retirement shall be deducted from the employee's final paycheck.

The carrying over of vacation days from one work year to the next, shall be limited to carrying over a maximum of one year's allocation of vacation days.

14.2 - Holidays

A. All full-time twelve-month employees shall be entitled to the following paid holidays provided they fall within a five (5) day work week:

Labor Day	New Year's Eve (1/2)
Independence Day	New Year's Day
Columbus Day	Martin Luther King's Birthday
Veterans' Day	Lincoln's Birthday
Thanksgiving Day & Day After	Casimir Pulaski Day*
Christmas Eve	Good Friday
Christmas Day	Memorial Day

* During any year in which the District requests and receives a waiver from the Illinois State Board of Education to hold classes on Casimir Pulaski Day, said day shall not be considered a holiday. In such an event, all head mechanics/shop foremen, mechanics and mechanic's assistants will be granted a "floating holiday", with a date to be designated by the Superintendent or designee. All

regular route drivers shall substitute the Day after Christmas for Casimir Pulaski Day. Only those employees who would have been entitled to Casimir Pulaski Day as a paid holiday shall be entitled to the Day after Christmas.

B. All full-time employees not employed on a twelve-month basis shall be entitled to paid holidays identified in (A), with the exception of Christmas Eve and New Year's Eve, if the holiday falls within the time period for which the employee is employed.

C. Part-time employees working at least twenty-five (25) hours per week shall be entitled to the following paid holidays, if the holiday falls within the time period for which the employee is employed:

Veteran's Day	New Year's Day
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day or Labor Day

D. Part-time employees working at least twenty (20) hours per week but less than twenty -five hours per week, shall be entitled to the following paid holidays, if the holiday falls within the time period for which the employee is employed:

Thanksgiving Day
Christmas Day
New Year's Day

E. Any employee who is required to work on a holiday shall receive holiday pay plus one and one-half (1 1/2) times the employee's regular rate for hours worked provided such hours are in excess of forty (40) hours per week.

F. If the holiday falls on the weekend, an alternate holiday shall be set by the Superintendent.

ARTICLE 15 - CONTRACT NEGOTIATIONS/ADMINISTRATION

15.1 - Negotiation Information

Upon written request of the Union President, the Board shall furnish the Union President the following documents:

- A. Board agendas;
- B. Official minutes of Board meetings;
- C. Individual school handbooks;
- D. Board policy manual and revisions;
- E. Annual financial publication;
- F. Salary, longevity & fringe benefit costs.

15.2 - Mediation

If an agreement is not reached by forty-five (45) days prior to the scheduled start of the next school year, either party shall have the right to request mediation. Upon such request, both parties shall jointly forward a request for a mediator to the Federal Mediation and Conciliation Service (FMCS). If a Federal Mediator is not available, both parties shall immediately attempt to select a new mediator who is mutually agreeable. If the parties cannot agree, the Illinois Educational Labor Relations Board (IELRB) shall provide a mediator per its rules and regulations. Nothing in this section shall prohibit either party from declaring that mediation has been exhausted.

ARTICLE 16 - SALARY/FRINGE BENEFITS

16.1 - Errors in Pay

Any errors in the computation of employees' wages shall be corrected as soon as possible upon discovery of the error

16.2 - In-Service Training

Each year the Board shall provide employees with in-service training with pay. If the in-service training is on Saturday or Sunday, the Board shall pay the appropriate rate of pay. The topic(s) for such in-service shall be recommended by a joint advisory In-Service Committee, one-half (1/2) of which shall be employee appointed by the Union President and one-half (1/2) appointed by the Superintendent or designee. The In-Service Committee, in consultation with the Director of Transportation, shall also determine the dates on which such training is scheduled.

All drivers shall attend scheduled Mandatory In-Service Driver's Meetings. All meetings shall be scheduled and posted no later than one (1) month in advance. Failure to attend Mandatory In-Service Driver's Meetings shall result in disciplinary action.

16.3 - Insurance

A. Hospitalization/Major Medical Insurance:

A group hospitalization/major medical insurance plan shall be procured by the Board and made available to all eligible full-time employees (35 hours or more). Except as the Union shall otherwise specifically agree in writing, the benefits shall be no less than those agreed to between the parties on July 1, 2021. In the event the changes made in 2021 are not enough to keep the Hospitalization / Major Medical Insurance under the *Affordable Care Act* (ACA) cap, the Insurance Committee will convene to determine what additional items would be needed to reduce the premiums below the *Affordable Care Act* cap. The Board shall contribute toward the applicable annual premium rates as established by the District's insurance consultant or plan administrator as may exist from time to time. The Board shall pay ninety percent (90%) of the annual premium for individual coverage and eighty percent (80%) of any additional premium for any family coverage.

Upon request, every employee shall receive a copy of the policy and its specific coverage and cost. Employees who work at least nine (9) months a year and at least twenty (20) hours per week may participate in group health coverage at their own cost. Premiums shall be paid on a timely basis as determined by the business office.

Retiring employees, at least fifty-five (55) years old, who have served the District for ten (10) years or more, may continue to carry the group health care insurance at their own cost provided premiums are paid at least one month in advance, until such employees become eligible for Medicare or under such circumstances and for such period of time as may be permitted by law, whichever is greater (See 215 ILCS 5/367j).

The Union President shall appoint one (1) person to the District Insurance Committee.

B. Life Insurance:

The Board shall pay the premium for term life and accidental death and dismemberment insurance for employees according to the amounts listed below:

35 hours or more	\$25,000
25-34 hours	\$10,000

C. Dental Insurance:

The Board shall pay the full premium for single dental insurance coverage for each full-time employee. Family coverage shall be available with the employee paying the premium differential between the Board contribution and the family coverage premium. Employees who work at least nine (9) months a year and at least twenty (20) hours per week may participate in the District's dental plan at their own cost. Premiums shall be paid on a timely basis as determined by the business office. For the 2011-2012 year, except as the Union shall otherwise specifically agree in writing, the benefits shall be no less than those agreed to between the parties during the 2010-2011 year.

D. Flexible Benefit Spending Plan:

Employees may participate in a district sponsored flexible benefit spending plan. The initial fee and monthly employee fees shall be paid by the Board.

16.4 - Payroll Deductions

Upon written authorization from an employee, the Board shall deduct from the employee's compensation for one of the following:

- A. Credit Union approved by the Superintendent or designee.
- B. Tax Sheltered Annuity approved by the Superintendent or designee.
- C. United Fund.
- D. District Health insurance for part-time employees.

Such authorization shall be submitted no later than ten (10) working days prior to the effective payroll. Such authorization shall not be changed more than two (2) times per fiscal year.

16.5 - Time Sheets

For any bargaining unit member to receive his/her paycheck, he/she must consistently utilize the Transportation Department time clock to record daily hours worked, (Sunday through Saturday.) Each bargaining unit member shall receive a weekly copy of his/her tabulated time clock record from the Director of Transportation (or designee) three (3) business days after the last day of the work week of the designated payroll period. The bargaining unit member shall be required to review their time clock record for accuracy. Bargaining unit members should report any errors/discrepancies to the Director of Transportation (or his/her designee) within forty-eight (48) hours of receiving their time clock record.

16.6 - Pay Day

Salaries shall be paid on a twelve (12) month basis by means of direct deposit for all twelve (12) month Employees subject to direct deposit guidelines. A statement indicating the amount of direct deposit and legally required withholdings in a form established by the District shall be distributed to the Employees over twenty-four (24) pay periods (semi-monthly on the 10th and 25th of each month, except when such date falls on a non-working day. In such instances, the first previous District business day shall be the pay day.

For all other Employees covered by this Agreement, checks shall be distributed semi-monthly on the 10th and the 25th of each applicable month, except when such date falls on a non-working day. In such instances, the first previous District business day shall be the pay day.

Payment of an Employee's compensation by direct deposit shall be voluntary until such time as it is determined that the law allows the District to make payment of an Employee's compensation by direct deposit mandatory. Until such time, the Business Services Office shall provide Employees with an appropriate form by which to elect direct deposit.

16.7 - IMRF-FICA

For each employee of the District who works at least six hundred (600) hours per year, the Board shall deduct from the compensation of each employee, the amount the employee is required by law to contribute to the Illinois Municipal Retirement Fund (IMRF). The Board shall deduct, from the compensation of each employee, the amount the employee is required by law to contribute under the *Federal Insurance Contribution Act* (FICA) towards Social Security.

16.8 - Longevity

Employees (excluding drivers who do not maintain a daily route) who have worked in the District for six (6) or more years shall receive a longevity allowance each year on their anniversary date according to the following schedule:

<u>Upon completion of:</u>	<u>2021-2024</u>
6 to 9 years in District	\$275.00
10 to 14 years in District	\$375.00
15 to 19 years in District	\$475.00
20 or more years in District	\$575.00

If an employee is eligible for the Longevity payment during their final two (2) years of employment with the district, and they concurrently elect the Service Recognition Bonus for either or both of their final two (2) years of employment with the district as defined in Article 17 Section 16, such payment (including the Longevity payment) shall be made after the conclusion of the first calendar month following the month in which the employee's employment was terminated such that the payment will not constitute IMRF earnings (e.g. for an employee terminating employment on June 30, 2023, payment shall be paid on the first regularly scheduled payroll after the first week in August 2023).

16.9 - Employee Requirements

If an existing or newly hired employee is required to take a physical exam, fingerprinting or drug test for employment purposes, the Board shall pay the cost of such items at the Board designated facility. The Board shall pay the cost of a CDL, physical exam and Bus Drivers Permit for all drivers who maintain a daily route and for head mechanics/shop foremen, mechanics and mechanic's assistants. The CDL portion of this provision shall apply to new employees only if retained in employment for a period of more than ninety (90) calendar days. Drivers who do not maintain a daily route shall have their physical paid for by the District, providing seniority criteria has been met for the previous and/or current semester. Drivers who do not meet the seniority criteria for the previous and/or current semester shall pay for their physical exam, their annual refresher class fees, their state bus driver permit renewal fees and their CDL renewal fees. The Board shall reimburse physical exam costs after the driver meets the seniority criteria for the current fiscal year, upon submission of a receipt to the transportation office.

When an employee is required to perform a mandatory random drug screening, he/she shall be compensated for two (2) hours at the employee's regular hourly rate.

16.10 -Travel Reimbursement

Employees required to travel by use of personal vehicle on school business shall be compensated at the IRS allowable rate per mile, provided such travel and expense is pre-approved by the Superintendent or his designee.

16.11 - Uniform Allowance

Mechanics required to wear a uniform shall have the uniforms and uniform cleaning provided by the Board. Additionally, each mechanic shall receive \$200 in annual allowance toward the cost of steel toed safety shoes, and safety glasses, which he/she shall be required to wear. The reimbursement shall be paid by October 1st of each year and will be prorated monthly for employees hired after October 1st. Each employee must submit a receipt of purchase for the safety equipment to the district in order to receive reimbursement.

16.12 - Pay for Unused Sick Leave

Employees terminating service with the District at age fifty-five (55) or older shall receive fifty dollars (\$50) per day for each unused sick day above two hundred forty (240).

Such payment shall be made one week after the conclusion of the first calendar month following the month in which the employee's employment was terminated such that the payment will not

constitute IMRF earnings (e.g. for an employee terminating employment on June 30, payment shall be paid on the first regularly scheduled payroll in August).

16.13 - New Employees

Any new employee hired by the District shall be paid the minimum hourly rate of pay as designated in Section 16.14 unless the District gives the employee credit for prior experience. Compensation for such credit shall not exceed the rate of an employee in the same job category with the same years of experience, unless the new employee has special or unique qualifications.

At the end of the training period if the employee is retained for more than ninety (90) calendar days he/she shall receive a maximum of thirty (30) hours at a rate of the higher of the Illinois or federal minimum wage for the District provided behind the wheel training.

16.14 - Minimum Starting Pay

A. Starting Salary

See Appendix A (Pgs.)

B. Compensation

1. Criteria for Step Advancement

Should a bargaining unit member not work sufficient hours in a year to meet the seniority accrual requirements as specified in Article 5.6, they shall not be advanced a step for the subsequent year.

2. Hourly Rate

2021-2022 The 2021-2022 base hourly rate for all returning employees in the bargaining unit shall be increased by 3.5%.

2022-2023 The 2022-2023 base hourly rate for all returning employees in the bargaining unit shall be increased by 3.4%.

Compensation for the 2023-2024 school year shall be calculated in accordance with the following formula:

2023-2024 Hourly Rate Increase

The 2023-2024 hourly rate increase shall be equal to the percentage attributable to the 2023-2024 fiscal year as determined by the Property Tax Extension Limitation Law (PTELL)*, commonly referred to as the "tax cap," except that the hourly rate increase shall be no less than 3.0% and no more than 3.75%. Within 30 days following formal notice of said percentage to the District, the District shall notify the WTEC of the applicable percentage of increase that will be applicable for the ensuing 2023-2024 school year.

In the event that the PTELL is amended or repealed, so as to affect the interpretation of this Agreement, within 30 days after the effective date of such amendment or repeal, the District and WTEC shall mutually agree upon a date and time to negotiate over the impact of the aforementioned amendment or repeal.

However, due to penalty provisions of the Illinois Municipal Retirement Fund (IMRF), no employee upon reaching a date of employment within ten (10) years of first becoming eligible for IMRF retirement (early or ordinary) shall be entitled to receive an increase in regular total IMRF creditable earnings greater than the higher of 6% or 1.5 times the CPI-U of the prior year's regular IMRF creditable earnings for any year of this Agreement, regardless of any other provisions or salary schedules of this Agreement or policy or practice of the District. Any such earnings over the higher of 6% or 1.5 times the CPI-U shall be considered forfeited, but shall not preclude the employee from future schedule advancement and future earnings, subject to the annual application of the limitations of this provision. Total earnings may exceed the parameters set forth above if due to an IMRF penalty exempt change of status, including but not limited to overtime or overload, a promotion, an increase in responsibility or workload (category change), or an increase in hours worked.

* "PTELL" refers to the Property Tax Extension Law Limitation and equals the percentage change in the national Consumer Price Index (CPI) for all urban consumers for all items as published by the United States Department of Labor, Bureau of Labor Statistics. The applicable December-to-December change is generally available in the middle of January.

16.15 - Service Recognition

Retiring employees meeting the eligibility requirements set forth below may elect to participate in one of the Service Recognition Bonus options as set forth below. Employees are not obligated to participate in the Service Recognition Bonus.

If an a employee: (1) will reach at least age 55 no later than June 30 of the school year in which the employee plans to retire from the District; (2) has at least ten (10) years of continuous service with the District no later than June 30 of the school year in which the employee plans to retire from the District; and (3) has submitted an irrevocable written notice of retirement to the Human Resources Department on or before December 1st of the school year two years prior to the year in which he/she plans to retire, then the employee may elect to participate in this Service Recognition Bonus. Under this plan, the employee shall move off of any salary schedule of earnings provided for other employees in his/her category of employment and shall instead have his/her hourly rate increased by six (6%) over the prior school year's hourly rate (less any compensation not earned) in each of the next two school years immediately prior to the employee's retirement. Such increases in hourly rate shall be made only to the extent they will not cause the district an IMRF penalty.

If an employee elects the Service Recognition Bonus for their final two (2) years of employment with the district, and they are concurrently eligible for an Attendance Incentive as defined in Article 11 Section 1 F, such payment shall be made after the conclusion of the first calendar month following the month in which the employee's employment was terminated such that the payment will not constitute IMRF earnings (e.g. for an employee terminating employment on June 30, payment shall be paid on the first regularly scheduled payroll in August).

(OR)

If an employee: (1) will reach at least age 55 no later than June 30 of the school year in which the employee plans to retire from the District; (2) has at least ten (10) years of continuous service with the District no later than June 30 of the school year in which the employee plans to retire from the District; and (3) has submitted an irrevocable written notice of retirement to the Human Resources Department on or before December 1st of the school year in which he/she plans to retire from the District, the employee may elect to participate in this Service Recognition Bonus. Under this plan, the employee shall move off of any salary schedule of earnings provided for other employees in his/her category of employment and shall instead have his/her hourly rate increased by six (6%) over the prior school year's hourly rate (less any compensation not earned) in the school year immediately prior to the employee's retirement. Such increases in hourly rate shall be made only to the extent they will not cause the district an IMRF penalty. In addition, the Board shall pay a six percent (6%) post retirement Service Recognition Bonus to such employee. The six percent (6%) post-retirement Service Recognition Bonus will be calculated based on the employee's year's earnings for positions covered by the Woodstock Transportation Employees Council (WTEC). Such payment shall be made after the conclusion of the first calendar month following the month in which the employee's employment with the District terminated such that the payment do not constitute IMRF earnings (e.g. for an employee terminating employment on June 30, such payment shall be made on the first regularly scheduled payroll in August).

If an employee elects the Service Recognition Bonus for their final year of employment with the district, and they are concurrently eligible for an Attendance Incentive as defined in Article 11 Section 1 F, such payment shall be made after the conclusion of the first calendar month following the month in which the employee's employment was terminated such that the payment will not constitute IMRF earnings (e.g. for an employee terminating employment on June 30, payment shall be paid on the first regularly scheduled payment in August).

16.16 - Tuition Reimbursement

Employees covered by this Agreement shall be reimbursed for course work related to their current job and approved in advance by the Director of Transportation. Reimbursement for tuition costs shall not exceed one hundred (\$100.00) dollars per year and shall be paid within 30 days after submitting proof of having passed the course.

16.17 - Evacuations

Employees with a school bus driver's permit will perform at least one (1) bus evacuation drill per year with students and shall be paid a minimum of one (1) hour and for each one-quarter (1/4) hour worked thereafter, if not during their scheduled work hours. Employees who volunteer to perform additional bus evacuation drills (*i.e.*, beyond one (1)) shall be paid a minimum of (2) hours and for each one-quarter (1/4) hour worked thereafter.

16.18 - Tool Allowance

Each mechanic shall receive a \$550 tool allowance per fiscal year (July 1st - June 30th). The tool allowance covers costs to replace personal tools that are damaged, worn, or obsolete due to work performed by the district, with prior approval from the transportation office.

16.19 - Lunch/Breaks

All forty (40) hour, 12-month employees shall be entitled to a duty free lunch hour and two (2) fifteen (15) minute breaks daily, workload permitting. In the event the employee's supervisor determines that the workload prohibits a break, the employee shall receive additional pay for such break time based on the employee's regular salary.

ARTICLE 17 - DURATION

17.1 - Duration

This agreement shall be in effect as of July 1, 2021 and shall continue in full force and effect until June 30, 2024.

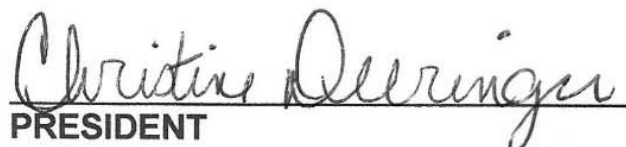
17.2 - Separability

Should any article, section or clause of this Agreement be declared illegal by a forum of competent jurisdiction, then that article section, or clause shall be deleted from this Agreement to the extent it violates the law and upon the request of either party, negotiations may be renewed to consider the impact thereof. The remaining articles, sections, and clauses shall remain in full force and effect.

IN WITNESS WHEREOF:

DATED: June 22, 2021

**WOODSTOCK TRANSPORTATION
EMPLOYEES' COUNCIL,
LOCAL 1642, IFT/AFT**




PRESIDENT




SECRETARY

**BOARD OF EDUCATION
DISTRICT 200
WOODSTOCK, ILLINOIS**



PRESIDENT



SECRETARY

APPENDIX A
July 1, 2021 - June 30, 2024 Starting Salary Schedule

BUS DRIVERS & MECHANICS

	2021-22	2022-23	2023-24
Bus Driver	\$18.25	\$18.47	\$18.70
Asst Mechanic	\$17.92	\$18.15	\$18.37
Mechanic	\$22.29	\$22.56	\$22.85
Head Mechanic	\$26.51	\$26.84	\$27.17
Trainer	\$2.79	\$2.83	\$2.86

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