

Jacksonville School District 117

Agreement

Between the

Bus Drivers

And the

Jacksonville Board of Education

2022-2024




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ARTICLE I
RECOGNITION

- 1.1 The Board of Jacksonville School District #117, Morgan County, Illinois, hereinafter referred to as the "Board", hereby recognizes the District #117 Support Personnel/IEA-NEA, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for all regular assigned and regular unassigned bus drivers, bus monitors, head mechanic, assistant mechanic, and shuttle drivers. Specifically excluded from the bargaining unit are supervisory, managerial, confidential, short-term employees, and students.

ARTICLE II
PERSONNEL DEFINITIONS

- 2.1 Regular assigned bus drivers are defined as those drivers, either full or part-time, who are assigned to regular routes.
- 2.2 Regular unassigned bus drivers are defined as those drivers who report on a regular basis for two hours each morning and for two hours each afternoon and who either ride a route with a regular assigned bus driver or drive a route in place of a regular assigned bus driver.
- 2.3 Substitute bus drivers are defined as drivers who are called only when all available regular assigned and regular unassigned drivers are working and routes still remain. No benefits are paid. There is no expectation of employment. Substitute bus drivers are not part of the bargaining unit.
- 2.4 In keeping with past practice, the salaries and benefits of part-time regular assigned and unassigned bus drivers shall be based on their fractionalized employment status.
- 2.5 "Bus Monitors" are defined as non-licensed personnel who report to the Director of Transportation to assist bus drivers in supervising and assisting students during bus routes for safety reasons. Bus Monitors are to follow the reasonable directions of the bus driver on their assigned route. Bus Monitors may contact the Director of Transportation to clarify instructions given by a bus driver.
- 2.6 Shuttle Drivers are defined as non-licensed personnel who are required to have a school bus driver permit and transport fifteen (15) or less students on first division vehicles or multi-function school activity bus as defined by Illinois Vehicle Code and the Illinois State Board of Education.

ARTICLE III
NEGOTIATIONS PROCEDURE

3.1 MEETINGS

Negotiations for a successor agreement shall begin no earlier than January 15 of the year the agreement expires.

3.2 PROPOSALS

All items proposed for negotiations shall be presented in writing by the Association at the first session and thereafter shall not be expanded. The Board of Education may also present proposals at the first session.

The Board of Education will present in writing their counterproposals within ten (10) days of the date they receive the Association's initial package.

3.3 TENTATIVE AGREEMENTS

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals, and to seek tentative agreements. Tentative agreements shall be reduced to writing and initialed by the spokesperson of the respective teams at the meeting the tentative agreement is reached, and upon final agreement the entire contract shall be submitted to the Association for ratification and subsequently to the Board for adoption.

3.4 REPRESENTATIVES

The total number of representatives on the bargaining committee shall be six (6). Either party may substitute as needed to expedite the process.

3.5 LENGTH OF TIMES OF MEETINGS

Bargaining sessions shall be closed to the public. Dates of meetings shall be determined by mutual agreement. Meetings shall generally last two (2) hours, except either party may adjourn a session at an earlier time and both parties may mutually agree to extend a session.

3.6 MEDIATION

If both parties request the assistance of a mediator, the Federal Mediation and Conciliation Service (FMCS) shall be contacted. If FMCS is unavailable for mediation services, the IELRB shall be notified.

ARTICLE IV
GRIEVANCE PROCEDURE

4.1 DEFINITIONS

- A. A grievance is a claim by the Association, employee, or group of employees involving an alleged violation, misinterpretation, or misapplication of the terms of this agreement.
- B. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.
- C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of the agreement.

4.2 PROCEDURE

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

For the purposes of this article, all bargaining unit members shall report to the Director of Transportation at the main bus garage.

- A. The grievant or Association shall present the grievance in writing on the form provided in Appendix C of this Agreement within ten (10) days of the occurrence of the event giving rise to the grievance specifying the article and clause alleged to have been violated and stating the remedy sought, to the Director of Transportation. The Director of Transportation shall arrange a meeting to take place within ten (10) days after the receipt of the grievance. The Director of Transportation shall provide a written answer to the grievance of the aggrieved employee within ten (10) days after the meeting.
- B. If the grievance is not resolved at Step A, the aggrieved or Association may refer the grievance to the Superintendent or official designee within seven (7) days of his receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place within seven (7) days of his receipt of the appeal. Within seven (7) days of meeting, the grievant shall be provided with the Superintendent's written response.
- C. If the grievance is not resolved at Step B, the aggrieved or Association may refer to the Board of Education within seven (7) days of receipt of the Step B answer. The Board of Education shall arrange for a meeting to take place within thirty (30) days of the receipt of the appeal. Within seven (7) days of the meeting, the grievant shall be provided with the Board of Education's written response.
- D. If the Association is not satisfied with the disposition of the grievance at Step C or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings.

If a demand for arbitration is not filed within thirty (30) days of the date for the Step C answer, then the grievance shall be deemed withdrawn.

1. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the School District and the Association, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement.
 2. Each party shall bear the full costs for its representation in the grievance procedure.
 3. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union.
 4. Each party shall share equally the cost of the arbitrator and the AAA.
- 4.3
- A. Failure of an employee or Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.
 - B. Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that the related work activities of the grievance or the work staff are not interrupted.
 - C. Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B if mutually agreed upon by the employee and the Superintendent.
 - D. If the Superintendent and Association mutually agree, a grievance may be submitted directly to arbitration.
 - E. Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step B.
 - F. The Board acknowledges the right of the employee to have a local Association representative present, if requested one, by the grievant, at Step B and Step C of the grievance process. No employee shall be required to discuss any grievance if the Association representative is not present, if one is requested.
 - G. No reprisals shall be taken by the Board or the administration against an employee because of his participation in a grievance.
 - H. With the Superintendent's approval, the grievant and one union representative may be released from his/her regular assignment without loss of pay or benefits to attend the meetings specified in 4.2 A-D if such a meeting is scheduled during work hours.

- I. All records related to a grievance shall be filed separately from the personnel files of the employees.
- J. A grievance may be withdrawn at any level without establishing precedent.
- K. If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Board shall not be required to process the said claim or set of facts through the grievance procedure.
- L. If both the Superintendent or designee and Association mutually agree, the expedited Arbitration Rules of the Arbitration may be used instead of the Voluntary Labor Arbitration Rules.
- M. The Association Grievance Form is attached as Appendix C.

ARTICLE V
EMPLOYEE DISCIPLINE AND TERMINATION PROCEDURES

5.1 PROBATION

A. Bus drivers, shuttle drivers, head mechanic and assistant mechanic shall have his/her probationary period commence from the date hired by the Board of Education and shall run for a period of ninety (90) calendar days. If an employee is hired by the Board as a regular assigned or a regular unassigned bus driver and that employee has been legally qualified to drive a school bus for more than thirty (30) days prior to the Board's employment action, then the employee's probationary period shall be sixty (60) calendar days. The drivers, head mechanic, and assistant mechanic's supervisor shall meet with the employee not before the 40th student attendance day and not later than the 60th student attendance day to provide the employee with a written preliminary assessment of the employee's probationary performance to date and shall specify areas of performance concerns, if any. Within either the ninety (90) calendar or sixty (60) calendar day probationary period an employee may be discharged at any time without notice, compensation or assigning any reason whatsoever.

If the probationary period is not completed before the end of the school year the probationary period will continue with the next school year.

B. Bus monitors shall have a probationary period for the first ninety (90) student attendance days the member works. The monitor's supervisor shall meet with the monitor not before the 30th student attendance day and not later than the 60th student attendance day to provide the monitor with a written preliminary assessment of the monitor's probationary performance to date and shall specify areas of performance concerns, if any. During this probationary period, the bus monitor may be discharged at any time without prior notice for any reason or no reason. A discharge of a bus monitor during his/her probationary period shall not be subject to the grievance and arbitration provisions in this Agreement.

5.2 RECORDS

Falsification of records or application forms is grounds for immediate dismissal. Falsification shall be defined as willfully or intentionally providing incorrect or incomplete information.

5.3 DISCIPLINE PROCEDURES

Disciplinary action will be progressive, except for gross misconduct, which the Superintendent or official designee may elect to proceed to the level of discipline the Superintendent or official designee believes is appropriate given the circumstances of a specific case, including going directly to dismissal. Misconduct by an employee that does not constitute gross misconduct, shall include such conduct as being late for work, insubordination, use of profanity, or poor job performance shall be addressed on a progressive basis, according to the schedule below. Gross misconduct shall include such conduct as violating safety standards that threaten the safety of children, child abuse or neglect, theft, fraud, or felony convictions.

1. Verbal Warning in Writing
2. Written Warning
3. One to Five Day Suspension Without Pay
4. Discharge

Employees shall be advised of the right to union representation whenever disciplinary action is possible.

5.4. TERMINATION OF EMPLOYMENT

- A. The employment of an employee may be terminated for just cause upon action of the Board of Education.
- B. Prior to the dismissal of an employee who has met the probationary period as stated in 5.1, the Board or its designee shall conduct a pre-termination hearing. At least five (5) days' notice shall be given prior to the pre-termination hearing. In addition, the Board or its designee shall provide a notice of charges and the employee shall be given an opportunity to present his/her view of the incident(s) at the pre-termination hearing. If requested by the employee, an Association representative may be present at such pre- termination hearing. The Administration retains the right to conduct exploratory conferences with an employee, but nothing learned in such exploratory meetings shall form the basis for discipline unless the employee was afforded an opportunity for representation. The administration retains the right to suspend an employee in excess of five (5) days only after the pre-termination hearing has been completed. In no case shall an employee be suspended for more than thirty (30) calendar days without pay.
- C. All notices will be sent to the Association President or the Association President will be notified by phone or in person.

ARTICLE VI
EMPLOYEE AND ASSOCIATION RIGHTS

6.1 PERSONNEL FILE

Each employee shall have the right to review the content of said employee's personnel file with the exception of those stated in the Employee Record's Act of Illinois and to attach and place therein written reactions to the contents. The employee may review his/her file upon a forty-eight (48) hour written advance notice submitted to the Superintendent or designee during the regular business hours established by the Central Office or at a time mutually agreeable with the Superintendent and the employee. The employee shall affix his/her signature and date on the actual copy filed. The signature does not indicate agreement with the contents of the material. The employee may not remove any material from said file and must review the contents of his/her file in the presence of the Superintendent or designee.

An employee may request a copy of his/her personnel file except for any material as stated above. If an employee requests in writing a copy of his/her file, the Board shall have within seven (7) days to meet such request. For each page of material copied, the Board shall charge the standard fee for copying.

An employee may attach a written response to any material contained in his/her file.

Only one personnel file shall exist for each employee, and it will be held and maintained in the Human Resources Office. Nothing herein prevents supervisors from keeping personal notes and records on employees.

6.2 DUES DEDUCTIONS

Any member of the bargaining unit who has applied for membership in the Association may sign and deliver to the Board's business office an authorization for annual dues deduction. The appropriate authorization forms shall be provided by the Association. The authorization shall remain in effect from year to year unless the employee revokes said authorization between September 1 and September 15 of any year.

The Board shall deduct from each employee's paycheck the current dues of the Association provided the Board has received the proper authorization form starting with the first paycheck in October running through May of each year.

6.2.1 Pursuant to such authorization, the Board shall deduct dues from each paycheck beginning in October of each year.

6.2.2 The Board shall remit said deducted dues to the Association within ten (10) days following the pay period deduction.

6.2.3 The Board shall have no responsibility for collecting past or overdue Association dues.

6.3 OTHER PAYROLL DEDUCTIONS

6.3.1 Employees shall have the right to authorize payroll deductions. The following payroll deductions will be split equally between the two (2) paychecks each month.

- A. Medical Insurance Premiums
- B. Tax Sheltered Annuity

- C. Credit Unions
- D. United Way
- E. Section 125 Flex Plan
- F. 403(b) Plan

Employees shall be limited to three (3) authorization changes per program per year. Such changes can only occur in the months of January, April and October and the employee must inform the Board with at least ten (10) working days' notice. Change shall be defined as enrollment or any change in the amount of money deducted at the time of the work year. Employees have the right to cancel a deduction at any time; however, once an employee cancels a deduction, he/she shall not be allowed to re-enroll in the program for the remainder of the fiscal year.

6.3.2 ILLINOIS EDUCATORS CREDIT UNION

The Association will provide authorization cards for payroll deductions for Illinois Educators Credit Union as follows:

- A. Authorizations are to be received in the District's Business Office by October 1st, January 1st, or April 1st of each year. This will allow three (3) enrollment/change dates for the employee. Employees will receive notification of these enrollment dates with the paycheck in the previous month.
- B. The first deduction (or change) will be made on the 1st paycheck following the first full pay period in October, January or April.

For example: Bargaining Unit Members receive a check on October 15th. The 1st paycheck following the first full pay period in October would be on October 31st. The Illinois Educators Credit Union deduction would be made from each check.
- C. Authorization must note the amount per month (check) to be deducted for each person.
- D. Requests to stop an individual's deductions are to be received from an Association's Officer in the District's Business Office by the first day of the month preceding the next paycheck.
- E. Equal deductions will be made each paycheck until a request is received to stop deductions (as per "D" above) or a request is received to change deductions on October 1, January 1, or April 1.
- F. A District #117 check will be issued payable to the Illinois Educators Credit Union for the total credit union deductions made each month. This check will be mailed by the District Payroll Officer directly to the Illinois Educators Credit Union not later than the first banking date after the date of the payroll.
- G. New employees hired after the dates of 6.3.2.B will be allowed to join the Illinois Educators Credit Union within sixty (60) days of their hiring date.

6.4 USE OF SCHOOL BUILDING

The local Association shall have the right, upon approval of the Superintendent or designee to use the school building for meetings at a time when school is not in session provided that such meetings do not interfere with instructional and/or extracurricular programs. All meeting areas shall be approved by the Superintendent or his designee. Whenever special custodial service is required,

the Board may make a reasonable charge for the service.

6.5 USE OF BULLETIN BOARDS AND MAILBOXES

The local Association shall have the right to post notice of activities and matters of Association concern on a designated, existing bulletin board. The Association may use the employee's mailboxes for communications to bargaining unit members.

6.6 USE OF DISTRICT EQUIPMENT

With prior approval of the building principal, the Association shall be allowed to use District copying machines and personal computers for Association business, except for Central Office equipment, provided that the use of said equipment is done before or after an employee's workday and in no case between the hours of 8:00 a.m. to 3:30 p.m. on days school is in session. Only employees who have demonstrated a working knowledge of said equipment may use the equipment. The Association shall purchase all supplies and materials used in the business of the Association. Equipment shall not be taken from the District's buildings unless prior approval of the Building Principals is given.

6.7 BOARD MEETING INFORMATION

The Board of Education agenda, agenda summary, and financial statements will be available on the District's website at least forty-eight (48) hours prior to meetings. A copy of all personnel action items will be available to the Association's representative at the Board meeting if representative is present and on the District website within forty-eight (48) hours of adjournment of the meeting when the action was taken.

6.8 ASSOCIATION LEAVE

In the event that the Association desires to send representatives to a state or national conference, these representatives shall be excused without loss of salary provided the Association reimburses the District for the cost of substitutes. The Association shall be limited to a maximum of five (5) Association Leave days per school year. No more than two (2) employees per day shall be excused for said leave. Notification of such leave shall be submitted in writing at least ten (10) school days in advance of the date of the leave. In addition, the Association shall pre-pay the cost of the substitutes prior to the use of said Association Leave. The Head Mechanic and the Assistant Mechanic will qualify for Association Leave only if a qualified substitute, acceptable to the Administration, can be employed for the duration of the leave.

6.9 DOCUMENTS

The Board agrees to furnish one (1) copy of the following to the President of the Association or designee:

- A. District's budget
- B. Budget amendments
- C. Annual financial report

6.10 AUTHORIZED REPRESENTATIVE ON CAMPUS

Duly authorized representatives of the Association shall be permitted to transact official Association business before and after the employee's workday, during the employees lunch period, and during an employee's break period if they notify the office at Murrayville or the supervisor at the bus garage. The presence of the authorized representative shall not interfere or disrupt the work schedule of the

employees nor interfere with the instruction or extra-curricular programs of the District.

6.11 LABOR/MANAGEMENT COMMITTEE

A Labor/Management Committee shall be established. The Union shall select up to three (3) representatives exclusive of the Association's authorized representative (UniServ Director). The Superintendent shall select up to three (3) representatives. The purpose of the Committee is to meet and confer monthly to discuss topics of mutual interest. A monthly meeting can be cancelled by mutual agreement. Nothing said by any person during a committee meeting may be used adversely against that person or the parties in any other context or proceeding. These meetings shall not constitute collective bargaining sessions. It is in the interest of all parties to provide constructive dialogue to resolve issues in a cooperative effort. Nothing prohibits the attendance of an additional person if both sides agree.

ARTICLE VII
EMPLOYEE EVALUATION

- 7.1 Employees shall be evaluated at least once per year of employment. Failure to perform an evaluation shall be equivalent to a satisfactory performance evaluation.
- 7.2 A copy of the evaluation shall be given to the employee. If the employee makes a written request for a conference to discuss the evaluation, a conference shall be held within twenty (20) workdays after the employee's request.
- 7.3 Nothing contained herein shall limit the right of the administration to evaluate an employee's performance of assigned duties nor limit the right of management for considering the competency of any employee. However, an employee shall have the right to a conference as stated in 6.2.
- 7.4 Any grievance filed to this Article shall be limited to violation of the specific procedures as outlined above. All other aspects of evaluation, including, but not limited to, criteria, instruments or personalities, shall not be grievable.

Should an employee disagree with their evaluation, said employee can write a rebuttal/response to their evaluation and have it placed in their permanent personnel file.

7.5 JOB DESCRIPTIONS

Any changes to the current job descriptions adopted by the Board shall be initially developed by the Superintendent and delivered to the Association for forty-five (45) calendar days' comment. Then the Superintendent shall within forty-five (45) calendar days of receipt of the Association's comments make any modifications to the job descriptions the Superintendent deems appropriate. The Superintendent will submit the job descriptions to the Board of Education for approval.

ARTICLE VIII
ASSIGNMENT, VACANCIES, PROMOTIONS, TRANSFERS

8.1 VACANCY NOTICES

- A. A vacancy shall be defined as a position in the bargaining unit which has been newly created, or which has previously existed and has been vacated due to transfer, reassignment, resignation, retirement, death, termination, or leave of absence exceeding ninety (90) days. The term "vacancy" shall not apply to any temporary position or a substitute position for an employee who has been granted a leave of absence of ninety (90) days or less.
- B. Vacancies as defined in 8.1.A for the Head Mechanic, assistant mechanic and bus monitors shall be posted on the District 117 website. The posting shall be for a minimum of five (5) calendar days before the position is filled on a permanent basis. Nothing in this article prohibits the Board/Administration from filling a vacancy on a temporary basis or deciding not to fill a vacancy.
- C. When a bus driver (regular assigned or regular unassigned) or bus monitor position becomes vacant as defined in 8.1.A, that position shall be posted for a minimum of five (5) days after the regularly scheduled monthly meeting for bargaining unit members at which any such vacant bus driver/bus monitor positions shall have first been offered to the most senior bus driver/bus monitor attending. If a bus driver/bus monitor, who is eligible based upon seniority to be offered the position, is unable to attend the monthly meeting that driver/monitor will be called by phone or radio and offered the position. If the driver/monitor who is called or radioed is not available, then the next senior bus driver/bus monitor will be offered the position. Bus drivers/bus monitors may deliver to the Director of Transportation before the meeting, a written declaration for a requested position or designate another bus driver or bus monitor as his/her proxy to accept/decline a vacant position. When the vacant position is offered to a bus driver/monitor, that driver/monitor must accept or reject the position offered at that time.

Any vacancy created by a bus driver/monitor accepting the posted vacant position shall be filled at the monthly meeting without prior posting following the same process as set forth for filling the posted vacancy. This same process shall be used for any subsequently created bus driver/monitor position vacancies that occur as a result of this bumping process. Any bus driver/bus monitor position not filled at the monthly meeting as set forth above, shall be posted and filled as provided in subparagraph B. above.

Any bus driver/bus monitor, who accepts a bus driver/bus monitor position at the monthly bargaining unit member meeting, shall begin the new assignment on the first student attendance day of the following week or on a date otherwise mutually agreed between the driver/monitor and Director of Transportation.

- D. Any vacancy as a result of transfer or reassignment as provided in Paragraph 8.2 will not be filled on a permanent basis until the following June, July or August, unless the Director of Transportation decides operational needs require the position to be filled permanently at an earlier date.

8.2 TRANSFERS/PROMOTIONS

- A. Any bargaining unit member who is qualified may apply for a vacant position in the District outside this bargaining unit. Such application shall be made online through the District 117 website. If two (2) employees outside this bargaining unit apply for the same position in the same category with the same seniority and the Administration believes both are equally qualified the most senior employee within that category will be offered the vacant position.

- B. The Board/Administration may make an involuntary employee transfer or reassignment when no employee applies for a vacancy that has been posted as provided in Paragraph 7.1 above. The Board/Administration may make temporary involuntary employee transfers or reassignment when another employee is on medical leave, other unpaid leave, or an emergency. When an employee is suspended, with or without pay, the Board/Administration may transfer or reassign an employee to fill the suspended employee's position for the duration of the suspension. Unless Board/Administration is proceeding to discharge the suspended employee from school district employment, the suspended employee shall return to that employee's previous assignment at the conclusion of the suspension. Before the Board/Administration involuntarily transfers or reassigns an employee pursuant to this paragraph, volunteers shall be sought and the Association shall be conferred with in these circumstances. However, nothing restricts the Board/Administration from making the above transfers or reassignments.

8.3 MAJOR ROUTE RESTRUCTURING

In the event of major route restructuring, the Board agrees to meet with and receive input from the Association. The Board also agrees to bargain, upon receipt of a formal demand to bargain from the Association, the impact of the route restructuring with the Association. In the event that a route is temporarily changed or altered, the Board will hold harmless the driver on said route, the Board will continue to pay driver the guaranteed hours so the driver does not suffer any loss in pay or benefits, until the temporary route is resumed or permanently eliminated. If the route is eliminated, the process outlined in Section 10.10 Route Elimination will commence.

8.4 SHUTTLE ROUTES

- A. Any route of less than 15 students, excluding routes run entirely within the boundaries of District 117, shall be classified as a shuttle route. Shuttle routes will not be bid in the same manner as regular bus routes. Shuttle routes will be posted for anyone with a qualifying license eligible to apply. A school bus driver permit will be required (not a CDL with passenger endorsement). Passenger vehicles or Activity buses will be used for these routes. Posting will be available to both internal and external applicants. The District reserves the sole right to fill these positions with the applicant of their choosing. In filling such vacancies first consideration shall be given to all qualified employees within the bargaining unit. The rate of pay for shuttle routes will be based on the Shuttle Driver Salary Schedule.
- B. Current routes meeting the criteria defined above will be immediately converted to shuttle routes and will be posted as vacant and filled according to the process described above. Once a shuttle driver is in place, the current drivers of these routes will not lose any hours. These drivers will be used as "unassigned" drivers during their contracted time and may be used to cover/sub routes, run buses for inspection, sub on the mail route, etc. These drivers will be allowed to stay on the trip list. If at any time one of these drivers bids another route their hours will be adjusted accordingly.

Bus Drivers that are driving shuttle routes shall be paid at their full driver rate. The certification of the driver determines the rate of pay and not the vehicle driven.

ARTICLE IX
CONDITIONS OF EMPLOYMENT

9.1 WORK DAY

- A. The Head Mechanic's work day shall not exceed eight (8) consecutive hours, excluding a lunch period. The Head Mechanic may be required to work overtime at the discretion of the Administration.
- B. The Assistant Mechanic's hours of employment shall be 3 and $\frac{3}{4}$ hours per day on days of student attendance during the normal school year. On regular working days of non-student attendance, the Assistant Mechanic's workday shall not exceed eight (8) hours, including any bus driving assignment. In the event that the Assistant Mechanic has a bus driving assignment on a day of non-student attendance, the number of hours worked as an Assistant Mechanic shall be reduced by the number of hours served as a bus driver. For example, if the Assistant Mechanic drives a bus during a non-student attendance day for six (6) hours, the Assistant Mechanic would only be paid for two (2) hours as an Assistant Mechanic, providing those two (2) hours are worked as an Assistant Mechanic. If the Assistant Mechanic has a bus driving assignment for eight (8) or more hours, the Assistant Mechanic would be paid only as a bus driver.

The Assistant Mechanic may be required to work overtime at the discretion of the Administration.

- C. Bus Monitors shall commence their work assignment five minutes before the bus is scheduled for departure and shall end when the bus returns to the bus garages at the end of the route or extra trip, unless the Director of Transportation directs a Monitor to report to work at an earlier time.

9.2 LUNCH PERIOD

Those employees who work at least eight (8) consecutive hours shall be entitled to a thirty (30) minute to one (1) hour lunch period as assigned by the Supervisor. The lunch period shall be with no pay and not included in the employee's regular workday.

9.3 PHYSICAL FITNESS

- A. The Board shall require of new employees evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis. Such evidence shall consist of a physical examination and a tuberculin skin test and, if appropriate, an x-ray made by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches not more than ninety (90) days preceding time of presentation to the Board and cost of such examination shall rest with the employee. The Board may, from time to time, require an examination of any employee by a physician licensed in Illinois to practice medicine and surgery and at no cost to the employee.
- B. The Board shall reimburse up to a designated amount for the annual physical examination as required by the State for renewal of a bus driver's permit. The maximum reimbursement rate will be \$160.00. The Board shall reimburse newly hired bus monitors up to \$100 for their one-time pre-employment physical after six (6) months of continuous employment with the District. The bus monitor must furnish proof of payment of said physical.
- C. Reimbursement for the cost of the physical exam is limited to those items as per the Secretary of State SB-4.5, as said form may be amended.

- D. If a TB test or chest x-ray is required, the District will pay the cost of the TB test not to exceed \$15.00. (See 9.9.A for Drug Tests)

9.4 IN-SERVICE/REFRESHER COURSES

- A. When an employee is required to attend an institute, training session, or in- service program during the workday, the employee shall suffer no loss of pay or benefits.
- B. The Board will pay each bus driver a minimum of two hours trip pay for attending the required annual refresher course to attain their bus driver's permit.
- C. The Board will pay the Head Mechanic a minimum of two (2) hours trip pay for attending the required annual refresher course to attain his bus driver's permit only if the refresher course occurs outside of the normal work day for the Head Mechanic.

9.5 SUBCONTRACTING

To the extent allowed by law, during the term of the agreement the Board shall not subcontract work presently performed by members of the bargaining unit. The no subcontracting clause does not prohibit the Board from hiring specialists to perform duties of members of the bargaining unit on a temporary basis or from hiring temporary employees to perform work of the bargaining unit members. The purpose of the contractual items is to restrict the Board from hiring a private corporation and permanently replacing current employees of the bargaining unit. The Board still has the authority to reduce its number of personnel as per Article IX of the agreement and may reduce the number of employees through attrition or dismissal.

9.6 EXTRA TRIP POOL

- A. All regular assigned bus drivers, who want to qualify for the extra trip pool and/or local trip pool must submit his/her name one month in advance of the 1st of the month they want to start driving trips to the Transportation Director. Drivers may remove themselves and add themselves to the trip list two (2) times per year.

Example: Driver submits Extra Trip Pool Notification to the Transportation Director on September 1st to qualify for the month of October. At the end of the month the driver notifies the Transportation Director to be removed from the trip list. The driver has only one more opportunity to be added to the trip list for the rest of the year.

Shuttle drivers and activity buses cannot be used for trips unless all available trip drivers have declined or are assigned a trip.

All regular assigned bus monitors and shuttle drivers, who want to qualify for the extra trip pool for any trips with seven (7) or less riders (including the driver), must submit his/her name one month in advance of the 1st of the month they want to start driving trips to the Transportation Director. Trip list bus monitors/shuttle drivers, will be notified of a trip with seven (7) or less riders (including the driver) when all available trip bus drivers have declined.

If a bus driver takes a trip they are paid at their current hourly rate. If shuttle drivers/bus monitor takes the trip, they are paid at the current shuttle driver rate.

Local Trip Pool:

Local trips are defined as those that occur on a weekday, during school hours, and stay in the District, with the exception of bus inspections. (Examples include, but are not limited to, trips previously known as community and integration, bus inspection, bowling, steam show, student incentives, etc.). Excluding Garrison integration which will be part of the Garrison route.

The assignment process will be the same as is used for the extra trip pool and as outlined in Sections 9.6 B-F of the current collective bargaining agreement.

The Director of Transportation will determine if a trip is considered a local trip or an extra trip and may seek input from the Association President if needed or requested by the Association.

All other trips will be assigned to drivers in the Extra Trip Pool as outlined in Section 9.6 of the current collective bargaining agreement.

Bus Monitors who are assigned to work the Garrison route and Hope School route, who complete specialized training (a combination of 5-8 in person and online trainings as determined by the district) shall receive a \$1,000 stipend at the end of the school year. If an employee is assigned to or leaves one of these positions after the beginning of the school year, the stipend shall be pro-rated. These routes will not be bid the same manner as regular routes. The routes will be posted for anyone to apply (internal and external). The District reserves the right to fill these positions with the candidate of their choosing. If two candidates apply for the same position and administration believes both are equally qualified, the most senior employee within that job category shall be offered the position. These positions may also include additional responsibilities as determined by the students' IEP.

- B. An extra trip is a request for transportation that is not part of a regular established route and cannot be accommodated within a regularly established route without extending the regular route time by more than one (1) hour. The Transportation Director may accommodate requests for transportation by extending regularly established routes when, in his discretion, it is feasible and advisable to do so, provided, the regular route is not extended by more than one (1) hour. Repeated trips to a single location for a tournament shall be considered multiple trips and assigned to multiple drivers by departure dates.
- C. Trip assignments shall be emailed and posted to the assigned drivers. IF time of the trip is changed, the driver will be called and the trip will be posted. Trip assignments will be made 30 days before a trip. Extra trips for a month shall be assigned by departure date. Extra trips shall be assigned on a rotational basis according to seniority. Drivers must notify the Transportation Director or designee by email and the transmittal form whether they accept trade or decline a trip five (5) days in advance. In emergency situations, the Director of Transportation, or designee shall make an assignment by calling the next driver on the rotational list.

Example: Extra Trip assignment is emailed to driver who elected to drive the trip at 4 pm on the 4th of the month. The trip is changed to 3 pm and the driver is called and informed of the time change. The new time is posted. The driver has five (5) days to decline or trade the trip. The decline or trade will be made known to the Director of Transportation or their designee.

When a regular assigned or unassigned bus driver accepts an extra trip assignment and for good cause cancels an extra trip within forty-eight (48) hours or less from the commencement of an extra trip assignment, then the administration may assign the extra trip to the first available regular assigned or unassigned bus driver or substitute driver. What constitutes "the first available" shall not be subject to the grievance procedure. Drivers assigned to an extra trip on a "first available basis" do not become part of the regular trip pool as part of that assignment.

Drivers may also trade assigned trips, provided notice of a trade is given by email and in writing by all parties to the trade to the Transportation Director, or designee, five (5) days in advance of the trip departure date. Notice shall identify the extra trips involved. Trip requests received less than thirty (30) days before the date of the trip shall be assigned upon approval of the trip to the next driver in the rotation. That driver may decline the trip without losing his or her place in the rotation, however, if the trip is accepted, it may not be traded.

- D. Any driver trading a trip without proper notice to the Transportation Director shall be removed from the extra trip pool until the next sign-up period, as defined by 9.6A. Removal from the extra trip pool pursuant to this section may not be the subject of a grievance.
- E. A report of the assignments shall be available upon request to the Union President or his/her designee on the date of assignment.
- F. If there are no regular assigned drivers available for trips, the most senior regular unassigned driver will be called for the first available trip. If no regular assigned or regular unassigned driver is available for an extra trip a substitute driver may be called.

9.7 SUMMER ROUTES

- A. "Summer" is defined as those days which fall between the date regular school ends and the date on which regular school begins, as determined by the school calendar each year.
- B. Notices of summer driving position(s) shall be posted within five (5) working days of the position occurring. All notices shall be posted in the bus garage, Murrayville School Office, and the Board Office. The posting shall be for a minimum of seven (7) calendar days before the position is filled for the summer.
- C. Summer driving positions will be posted as per Article VII of this Agreement. Summer driving positions are not considered vacancies as defined in Article VIII, 8.1.A. Signup sheets will be posted in the bus garage and at the Murrayville School Office.
- D. The signup sheet shall list all summer driving positions and the schedule for each position. The signup sheet shall designate a place for regular route drivers to sign indicating his/her interest in a summer driving position, and a separate place for those regular route drivers who desire to drive as a substitute for summer driving positions. When a driver signs up to drive any of these summer routes, the driver is representing that he/she will drive the summer route position every day the route must be run, except for illness or unexpected emergency or with five (5) days' notice a driver may take two (2) unpaid leave days during a summer driving position. The Director of Transportation may, in his/her sole and exclusive discretion, approve additional unpaid leave days for a summer route driver.

A separate sign-up sheet shall be posted as provided in subparagraph C, hereinabove, for substitute drivers to sign up indicating his/her interest in substituting for a summer route position.

- E. Drivers for the summer driving positions will be selected first from the most senior regular route drivers. If there are not a sufficient number of unassigned drivers who have signed up for the summer positions, then the most senior substitute bus driver will be selected.
- F. When it is necessary to find a driver to substitute on a summer route, the Transportation Director has the right to find a substitute driver who is available to fill the entire period the summer route driver will be absent from driving the summer route. For example, if the driver will be absent for three (3) days, the Transportation Director may use a driver with less seniority to substitute on the summer route if the more senior drivers are not available to drive all the days of the period for which the substitute driver is required. The Transportation Director shall select substitute drivers according to the following procedure:
 - 1. All regular route drivers who have signed up to be substitute drivers for summer driving positions shall be called to substitute first on a rotating basis by seniority. (Example: Drivers shall be listed A, B, C regular route drivers by seniority on the substitute list. Driver A shall be called first, if unavailable go to Driver B. Next day, Driver C shall be called first and if unavailable go to Driver A.)
 - 2. If the Transportation Director has called the regular route drivers who have signed up for substituting for summer route positions on a given day and there are no regular route drivers available to substitute on that given day, then the Director shall call the substitute drivers who have signed up to substitute for summer driving positions on a rotating basis by seniority in the same manner as regular route drivers are called.
 - 3. Each driver will deliver to the Transportation Director a current home or cell phone number to be used to contact the driver about a substitute driving assignment. The Director or his non-union official management designee, may go to the next driver on the list if the driver who is called does not answer when the call is placed. The Director will leave a message indicating he/she called.
- G. The rate of pay for summer driving will be the "trip rate of pay" as determined by this Agreement.
- H. The language in this Agreement will not replace and/or supersede language already agreed to for the Summer Mail Position.
- I. If, during the course of the summer, there are extra bus trips that are not part of the "summer driving positions" posted and assigned, these extra summer bus trips shall be assigned to regular route drivers who have signed up on a trip sign-up sheet on a rotating basis by seniority. If no regular route drivers are available for summer bus trips, then the substitute drivers shall be assigned on a rotating basis by seniority. Summer extra bus trip sign-up sheets will be posted by May 1 at the bus garage and in Murrayville.
- J. Bus Monitors will be selected by the Director of Transportation to perform bus monitor duties on those summer bus routes as the Director determines are necessary to meet the needs of based upon seniority with the most senior being offered the positions.

9.8 HOLIDAYS RECOGNIZED AND OBSERVED

The following days shall be paid holidays for regular Bus Drivers:

Labor Day Martin Luther King's Birthday Columbus Day
 Lincoln's Birthday or President's Day(as Veteran's Day determined by the School District calendar)

Thanksgiving Day Friday after Thanksgiving
Friday of Spring Break (the Friday before Easter if school is not in session)
Christmas Day Memorial Day New Year's Day

A driver's annual salary as noted in Article 12.1 includes payment for the above eleven (11) holidays.

Therefore, the total number of workdays is one-hundred seventy four (174) days and the total number of paid holidays is eleven (11) for a total of one-hundred eighty five (185) days. The daily rate of pay is determined by dividing the annual salary by one-hundred eighty five (185) days. In addition to the above holidays, Mechanics will receive the fourth (4th) of July, Christmas Eve Day, and New Year's Eve Day as paid holidays except that the Assistant Mechanic's holiday shall be paid for five (5) hours.

In order for an employee to qualify for holiday pay, they must meet the following requirements:

1. The employee must work within the payroll period during which the holiday occurs.
2. A pre-approved personal leave day shall be considered as working the day before or after a holiday. An employee can use only one (1) day per fiscal year and no more than two (2) employees covered by this contract can take a pre-approved personal leave day in this situation before or after a holiday. All other employees must work the last scheduled day before and after the holiday. Personal leave will be approved on a "first come, first served" basis to those employees who are eligible.
3. The employee must have been employed by the Board for at least three (3) months.
4. The only exception to the above will be when an employee provides a written physician's verification for illness/absence dated prior to or on the date of absence on either the last working day prior to or the first working day after the holiday.
5. Regular or hourly bus drivers will be paid time and one-half of their regular trip rate if they work on a paid holiday. Substitute drivers will be paid time and one-half of their regular hourly rate if they work on a paid holiday.
6. In the event "Veterans' Day" is designated as a school work day in the school calendar as adopted by the Board of Education during any given school year, then in lieu thereof "the day after Christmas" shall be substituted as a paid holiday for "Veterans' Day" in that school year only.

9.9 DRUG TESTS

- A. The Board will designate the provider of the test and will have all costs direct billed to the Board Office.
- B. If a driver fails a drug test and then passes the re-testing within one (1) week of the results of the first test, the District will pay for both tests. The intent of this section is to indemnify drivers against false or inaccurate readings of drug screens by the lab/physicians.
- C. It is the driver's responsibility to hold a valid Bus Driver's permit at all times. Failure to maintain a valid permit is cause for dismissal.

9.10 COMMERCIAL DRIVER'S LICENSE

The Board will reimburse the driver for the cost of the Commercial Driver's License portion of the employee's driver's license.

9.11 STUDENT DISCIPLINE

- A. When a student or athlete demonstrates inappropriate behavior on a bus, or is disruptive, the bus driver or bus monitor will write a referral and give it immediately to the Director of Transportation who will promptly deliver the referral to the appropriate school principal for appropriate action. The principal will complete the discipline referral and within five (5) days return to the Director of Transportation who will deliver a copy of the completed referral form to the bus driver.
- B. Coaches and/or chaperones will be required to ride the bus and are responsible for discipline as per procedures for trips and discipline established by the District.
- C. The Board will annually provide copies of each building's student handbook to the Association at the bus garage.

9.12 CALL IN PROCEDURE

When an employee is unable to report to work, he/she is to call the Transportation Supervisor to arrange for a substitute. If the Transportation Supervisor is unavailable, the employee is to call the Head Mechanic. The employee is to notify the supervisor of the absence no less than thirty (30) minutes prior to the designated start time for route(s).

9.13 VACATIONS

- A. A year round employee shall earn vacation on the basis of completed fiscal quarters worked. The vacation shall be in days per quarter or one-fourth (1/4) of the annual amount. In the initial year of employment the employee will earn pro-rated days of vacation based on the number of completed fiscal quarters to the start of the new fiscal year (the fiscal year is July 1 through June 30). If a person is initially employed between July 1 and December 31, said employee shall be considered as completing a fiscal year effective July 1 of the following fiscal year. If a person is initially employed between January 1 and June 30, they will earn vacation days for this period of time, but will not be considered as completing a fiscal year until July 1 of the calendar year following employment. All persons hired prior to July 1, 2005 shall be considered to have completed a fiscal year in their initial year of employment regardless of employment date.

- B. Mechanics will be granted vacation days based on the following years of continuous service:

A day of vacation for the head mechanic shall be paid at eight (8) hours regardless of when it is taken.

Beginning with 1-5 years, the employee shall be granted 10 days of vacation. Beginning with 6 years, the employee shall be granted 15 days of vacation. Beginning with 12 years, the employee shall be granted 16 days of vacation. Beginning with 13 years, the employee shall be granted 17 days of vacation. Beginning with 14 years, the employee shall be granted 18 days of vacation. Beginning with 15 years, the employee shall be granted 19 days of vacation. Beginning with 16 years, the employee shall be granted 20 days of vacation. Beginning with 17 years, the employee shall be granted 21 days of

vacation.

- C. When a mechanic reaches the end of a fiscal year, he/she shall receive credit for the vacation earned from the time of employment to the end of the fiscal year in which employment began, and at the proper number of days of each completed quarter worked. After an employee has worked one (1) full year, he/she shall receive credit for vacation due at the end of each quarter (October 1, January 1, April 1 and July 1).
- D.
1. Vacation time earned in one (1) fiscal year shall be used by the end of the following fiscal year. Any vacation days not used by the end of the following fiscal year in which the days were earned shall be lost, except with prior approval of the administration to carry over unused vacation time.
 2. Mechanics may request to use their vacation time earned during the course of the school year when students are not in session. The District reserves the right to approve or disapprove the requests on the basis of staffing needs as determined by the administration.
 3. To use vacations as per the preceding paragraph, notice of intent to use vacation days must be in writing to the supervisor or principal at least two (2) weeks prior to the beginning of the school vacation period.
 4. No vacations will be approved during the week immediately preceding the start of the new fall school term. Vacation time may be taken during the week preceding the start of summer vacation with prior approval of the administration. Vacation shall be taken either in one-half (1/2) or whole day increments.
 5. Written vacation schedules for summer vacations shall be filed with the supervisor no later than May 15th annually. The schedules are subject to the final approval of the Superintendent and his/her designee.
 6. Each school year, if an employee is entitled to fifteen (15) or more days of vacation, the employee, in addition to the above language, may take up to five (5) days of vacation on days of student attendance in any one school year if he/she provides at least thirty (30) calendar days' notice and obtains the approval of their supervisor and the Assistant Superintendent of Business. The request will be automatically denied if one mechanic has already been approved for the day(s) requested.
 7. Mechanics may use their vacation year-round.
- E. Mechanics terminating their employment shall be entitled to remuneration for the amount of vacation earned to the date of termination.
- F. Employees on a leave of absence for a work related injury will have their vacation leave frozen until the employee's return to work. Said employees will not lose their accumulated vacation leave, but they will not be allowed to continue to accumulate additional vacation time until the employee's return to active duty.

An employee who has accumulated vacation leave will be allowed to carry over that time into the next fiscal year. Prior to this accumulated leave being taken said employee must submit a request to management for approval just as if this was regular accumulated vacation time

for that fiscal year. Said accumulated leave must be used within the next fiscal year.

9.14 EMPLOYEE SAFETY: SANITIZING BUSES

Each bus will be sanitized after each route by the bus driver and/or monitor. The District shall provide equipment and products that meet the EPA criteria and manufactures' guidelines.

The District shall provide the supplies to prevent the spread of infectious diseases, when there is a public health concern/crisis, such as COVID-19, including, but not limited to the following equipment and supplies:

- Hand sanitizers
- Gloves
- Disinfectant
- Trash receptacles

ARTICLE X
DISTRICT SENIORITY

10.1 SENIORITY is the length of the employee's service starting with the first day on which duties are regularly performed. Full and part-time service shall be computed in the same manner.

10.2 Seniority is lost upon the following:

1. Resignation
2. Dismissal
3. Retirement

10.3 Seniority is retained, but shall not accrue during the following:

1. Unpaid leave of absence
2. Unpaid sick leave

10.4 Seniority continues to accrue during the following:

1. Paid leave of absence
2. Temporary disability under the Illinois Municipal Retirement Fund (IMRF).

10.5 By February 1 annually, the employer shall publish a seniority list. The Association, on behalf of the employees, shall have until February 15 or the first work day thereafter to file written objections to the list. A final seniority list shall be posted in the bus garage by March 1 of the work year.

10.6 REEMPLOYMENT RIGHT

1. If the Board increases the number of bargaining unit employees within one calendar year after the honorable dismissal of any bargaining unit employee because of a reduction in force, the employee with the most seniority who is legally qualified to hold the open position shall be recalled and offered the open position.
2. Failure to respond within fifteen (15) calendar days after the mailing of the Board's letter of recall, sent by certified mail to the employee's address on file with the Board recalling such employee, shall result in termination of the employee's rights to recall hereunder.

10.7 CATEGORY OF POSITION

The seniority list will have six (6) categories of positions listed on it:

Head Mechanic
Assistant Mechanic
Regular Assigned Bus Drivers
Regular Unassigned Bus Drivers
Bus Monitors
Shuttle Drivers

10.8 LAYOFF

When the District decides to lay off employees, the Board will lay off the least senior individual first (last hired), by job category, prior to reducing in rank any other employee in the bargaining unit.

10.9 BUMPING RIGHTS

When the Board decides to layoff bargaining unit employees in any of the categories of positions listed in 10.7 above, the least senior employee (last hired) in that category of position shall be reduced before employees with more seniority in that category of position.

Example: Driver A is a Full Time Driver (has an AM/PM Route and a Mid-Day) and Driver B is a Special Education Driver. Driver A is reduced in the number of hours he/she will work (Mid-Day Route is eliminated). Driver A has more seniority than Driver B – Driver A has the right to bump Driver B and take the Full Time Position. Driver B is then given the AM/PM Route.

Head Mechanic will be allowed to bump a less senior part-time mechanic or a less senior full-time bus driver or a less senior part-time bus driver.

Part-time mechanic will be allowed to bump a less senior full-time bus driver or a less senior part-time bus driver.

Shuttle Drivers will have the same bumping rights as bus drivers within their category. But will be bumped by the more senior bus drivers, head mechanic, or part-time mechanic.

10.10 ROUTE ELIMINATION

When the Board of Education decides to eliminate one (1) or more bus route(s), the bargaining unit employee with the most seniority who has a route that is being eliminated shall have the right to bump any bargaining unit employee in the District with less seniority. Said bargaining unit employee must exercise said bumping rights within seven (7) working and/or week days or the District will assign a bump within four (4) working and/or week days thereafter. After the bump has taken place for the most senior bargaining unit employee who had his/her route eliminated, the second most senior bargaining unit employee having a route eliminated shall have the right to bump any bargaining unit employee in the District with less seniority. Said bargaining unit employee must exercise said bumping rights within seven (7) working and/or week days or the District will assign a bump within four (4) working and/or week days thereafter. If more than two (2) routes are eliminated, the process will continue in the same manner until bargaining unit employees for all routes, which have been eliminated, have completed the process.

After all bargaining unit employees who have had a route eliminated and bumping rights have been exercised, persons who have been bumped shall be entitled to bump on a seniority basis in the same manner until the process has been completed. Bargaining unit employees will be paid based upon the amount that has been paid for the route they selected.

10.11 VOLUNTARY CHANGE: ASSIGNED TO UNASSIGNED ROUTE

If a bargaining unit employee voluntarily gives up an assigned route, that bargaining unit employee becomes an unassigned driver/monitor but retains their seniority.

ARTICLE XI
LEAVES

11.1 SICK LEAVE

- A. Regular employed bargaining unit members shall be entitled to 1.00 day of sick leave per month of employment and sick leave shall accrue during a probationary period. For bus drivers, shuttle drivers and bus monitors, this will be a maximum of ten (10) days per year. For mechanics, this will be a maximum of twelve (12) days of sick leave, 1.00 day of sick leave per month of employment. Unused sick leave shall accumulate to no limit.
- B. Sick leave may be used for personal illness, illness in the immediate family, quarantine, or death in the immediate family. Immediate family will include spouse, children, stepchildren, father, mother, parents-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, grandmother, grandfather, grandchildren, legal guardian(s), stepchildren of an employee's current marriage or civil union. Employees may use up to five (5) sick days for the death of spouse, child, or stepchild.
- C. The Director of Transportation may authorize an employee to use his/her accrued sick leave for an employee's relative who is not within the relationship categories in subparagraph B. hereinabove, but who is seriously ill, hospitalized, or requires transportation for serious illness requiring treatment such as cancer-related treatments, dialysis treatments, etc. The Director may deny such a request due to operational needs of the District.
- D. Serious illness of secondary relatives when the presence of the employee is desired shall qualify for the use of the employee's sick leave. This shall not apply when an employee is absent to care for another person who is not seriously ill.

11.2 ABSENCE DUE TO ON THE JOB INJURY

Absence due to injury incurred in the course of the employee's work day while assigned duties shall be treated as sick leave. However, income received from Worker's Compensation shall be deducted from the District's compensation liability to the employee. When income from other than District funds is received by the employee due to his/her injury, the District shall only be responsible for the remaining salary owed the employee. The intent of the District is that in no case shall the employee who was injured while performing his/her duties receive more than one-hundred (100) percent of his/her gross salary. If an employee who is injured on the job receives no District funds, no sick leave benefits will be deducted. If an employee who is injured on the job receives District funds, sick leave benefits will be deducted on a pro-rata basis.

11.3 PERSONAL LEAVE

- A. Upon request to the Superintendent's office or his designee up to three (3) personal leave or excused absence days shall be granted employees for personal reasons, except as limited by subparagraph B. herein.
- B. Personal leave/excused absence days off immediately before or after winter and spring vacations, or during the first or last week of school will be approved only upon submittal of the cause of absence. The reason for absence should fall within Board policy. Generally, using these days will be discouraged and employees are expected to make appointments around these days.
- C. If possible, three (3) days' notice should be given the Transportation Supervisor using forms

provided by the District. If this is not possible, then the form should be filed as soon as possible. Personal leave/excused absence requested after the end of the day preceding or on the day of absence must be followed within three (3) days of the return of the employee by a completed form.

- D. Any charges for personal leave/excused absence days shall be in one-half (1/2) day multiples.
- E. At the end of the school year any unused personal leave/excused absence days shall be added to the employee's sick leave accumulation.
- F. See Appendix B for form and Board policy.

11.4 LEAVE FOR JURY/SUBPOENA LEAVE

When an employee is called for jury duty, the employee shall be granted leave with full pay, but the employee shall pay to the District any amounts of money received for such leave, minus expenses for mileage and meals. Leave for jury duty shall not be counted against accumulated personal leave or sick leave.

11.5 LEAVES OF ABSENCES

Leaves of absence without pay may be granted to non-probationary employees.

The Board may grant employees, upon a thirty (30) calendar day written request, unpaid leaves of absence to a maximum of one (1) year in duration. An employee may request an extension of an approved leave of absence.

Dates of departure and return must be acceptable to the administration and determined prior to initiating the request. Time on leave shall not cause an employee to undergo a second probationary period. Leaves of absence which are ten (10) working days or less in duration may be granted by the superintendent without board approval.

In emergency cases the superintendent shall waive the thirty (30) calendar days if the employee indicates the occurrence is beyond his/her control.

During an unpaid leave amounting to thirty (30) or more work days, the employee may continue existing hospitalization and major medical insurance at the District group rate. The employee will be responsible for the full amount of the full monthly premium.

Employees who have worked more than one-half (1/2) of their work year in which they take the leave shall receive a full year's credit on the wage schedule and for seniority purposes for that one (1) year upon returning from the leave.

Upon conclusion of a leave of ninety (90) consecutive calendar days or less, the employee will return to his/her original position/route for which the employee is medically and legally qualified to fill. If the leave is longer than ninety (90) consecutive calendar days, then upon return from leave the employee will be placed in a comparable position/route for which the employee is medically and legally qualified to fill. The individual filling the position of the person on leave would be doing so only for the duration of the leave of absence.

11.6 BEREAVEMENT LEAVE

Employees shall have up to three (3) days, per incident, for leave connected with the death of members of the immediate family or household. Such leave shall be an annual allowance and not

accumulate. The immediate family shall be defined as in Article 10.1 of this agreement. The household shall include those individuals actually residing in the employee's household.

11.7 SICK LEAVE DONATION POLICY

The District has available to all District employees a Sick Leave Bank that is voluntary for all employees. District personnel wishing to participate in the sick leave program will use the form provided in Appendix A and submit said form by September 15th if they wish to participate. Membership is automatically renewed each year unless a member submits a written notice of cancellation by September 15 of the school year in which cancellation is desired.

ARTICLE XII
COMPENSATION AND BENEFITS

12.1 Compensation for Transportation Employees

- A. Transportation employees employed by the District on the date this Agreement is effective will be paid the hourly rates and the salary amounts as shown in Appendix D of this Agreement and incorporated herein by reference.
- B. Transportation employees shall be compensated for a two (2) hour minimum call in pay, except for actual hours worked immediately following the morning route (8:30 a.m.) or immediately before the afternoon route. A minimum of one-half (1/2) hour trip will be made for additional short trips beyond the regular actual hours worked.

Example: Driver works from 8:30-9:30 a.m. – 1 hr. of pay

Example: Driver works from 9:30-10:45 a.m. – 2 hr. minimum

Example: Regular P.M. route begins at 2:15 p.m.

1:15-2:00 = 1 hour pay

12:00-1:30 = 2 hours pay

2:00-2:15 = 1/2 hour pay

- C. Transportation employees will be guaranteed a two-hour minimum for a.m. routes, a two-hour minimum for mid-day routes, and a two-hour minimum for p.m. bus routes for which each driver actually works.
- D. Pay for trips are computed on the nearest quarter hour.
 - Example: 9:45-1:20 = 3 1/2 hours
 - Example: 9:45-1:27 = 3 3/4 hours
- E. The trip pay is in addition to the regular pay for salaried bus drivers only.
- F. A maximum of one-quarter hour will be allowed as down time on field trips/athletic trips before the bus is scheduled to leave the school.
- G. Overtime shall be paid at the above rates for the type of work as noted above for all hours worked above forty (40) hours per week. Only hours worked are considered in computing pay rates for overtime.
- H. On Saturdays, Sundays and holidays, a driver shall have a two (2) hour call in guarantee if the work is for less than two (2) hours.
- I. For Regular Assigned Salaried Bus Drivers only, the following special hourly rates apply if a salaried bus driver is assigned one or more of the following tasks:

Task	2022-23	2023-24
Mail Rt. -	\$15.98	\$16.46
Trip Pay -	\$17.13	\$17.64

- J. Compensation for Temporary Assignment - Head Bus Mechanic and Assistant Bus Mechanic

When the Head Mechanic is absent and the Assistant Mechanic fills in on a temporary basis to perform the Head Mechanic's duties, said employee will be paid at the rate of Step 1, Head Mechanic (see 11.3.1 – Rate of Pay) for any time worked after the Head Mechanic has been out

for ten (10) consecutive working days. The Assistant Mechanic will not be paid for services as a bus driver, Assistant Mechanic or any other compensation while performing the duties of Head Mechanic. In the event the Assistant Mechanic loses an extra duty trip because he/she is performing the duties of the Head Mechanic, the Assistant Mechanic will be assigned the next available trip outside the Mechanic's workday.

- K. Head Mechanic and Assistant Mechanic overtime rates shall apply to all work in excess of forty (40) hours per week actually worked. Pre-approved holidays, pre-approved vacation or pre-approved personal days shall count toward the forty (40) hours actually worked requirement.

12.2 PAY DAYS

Bus Drivers, Shuttle Drivers, Bus Monitors, Head Mechanic, and Assistant Mechanic will be paid in equal installments on the 15th and last banking day of each month. The first pay will begin on the 15th of September each year. The last pay for those selecting the twelve (12) month pay plan will be August 31st. The last pay shall be June 30th for those selecting the ten (10) month pay plan. Employees must advise the payroll office prior to September 5th if they wish to change the ten (10) or twelve (12) month plan selected. Employees who purchase optional dental insurance, voluntary life insurance, optional life insurance or dependent health insurance or have child support payments must take the twelve (12) month plan.

12.3 EMPLOYEE INSURANCE PLAN

- A. The District will pay the full individual premium for a medical insurance plan.
- B. The District will offer a Supplemental Dental Insurance Plan for each employee in the bargaining unit at no cost to the District. The cost of the Supplemental Dental Insurance Plan will be paid by the employee.
- C. The Board and the Association agree to maintain an Insurance Committee to review, as needed, the District's Insurance Provider. This committee shall have the authority to modify the insurance plan (if acceptable to the insurance provider) and/or provider pending approval by the Association and the Board.
- D. The District will allow each employee in the bargaining unit to payroll deduct premiums for family coverage, dependent care expenses, dental insurance premiums, term life insurance premiums, and unreimbursed medical/dental expenses. Only one (1) company per benefit will be selected by the Insurance Committee and approved by the Board of Education and the Association.
- E. The District will provide employees an IRS Section 125 flexible spending account. The account will include payment for medical insurance premiums for family coverage, term life premiums, dependent care expenses, dental insurance premiums, and an unreimbursed medical/dental expense. Any administrative cost which may be charged by the company selected by the District to administer the plan will be paid semi-monthly through payroll deduction by the employee. Balances not to exceed \$300 that remain in the Section 125 Plan account at the statutory end of each year's activity will become the property of the District. The amount in excess of \$300 shall be set aside to offset future administrative costs of the third party administrator on a prorated basis for persons enrolling for the plan year two (2) years later based on those enrollees with an effective date of February 1. The flexible spending account will begin February 1st of each year. New employees may enroll within thirty (30) calendar days of initial employment.
- F. The District will continue to make the above contributions in June, July, and August for employees who were employed at the end of the school year.

12.4 LIFE INSURANCE

The Board of Education will provide for full time employees as part of their Health Care \$30,000 Term Life Insurance. The Board of Education will provide a \$20,000 Term Life Insurance Policy for all others.

12.5 RETIREMENT

Any employee who retires and has a minimum of ten (10) years of service in School District #117 will receive compensation for unused sick leave in excess of sixty-five (65) days. Days in excess of sixty-five (65), but less than one-hundred one (101), will be compensated at the rate of \$25 per day, days in excess of one-hundred (100) but less than one-hundred seventy one (171) will be compensated at the rate of \$35 per day, days in excess of one-hundred seventy (170) will be compensated at the rate of \$50 per day.

12.6 LEAVES/MEDICAL INSURANCE

Employees on approved leave for full time study at a college/university will continue to receive the District's hospital-medical insurance benefits during the duration of their leave.

If an employee on approved leave for full time study does not return to the District following completion of the leave, that former employee shall be liable to repay to the District those costs advanced for the medical insurance premiums.

Employees on approved unpaid leave for medical reasons, personal disability, or worker's compensation will continue to receive the District's hospital-medical insurance benefits during their leave, but not to exceed ninety (90) consecutive school days. Thereafter, the employee may remain on the District's plan if the employee makes monthly payments of premium in advance.

Employees on approved leaves for other purposes may remain on the District's hospital-medical insurance program upon monthly payments, in advance, of the premiums.

12.7 TRAVEL AND EXPENSE REIMBURSEMENT

A. The established payment rates for various expenses incurred by employees while on District business are listed below. Approval from proper administrative level must be obtained prior to expenditure.

1. Transportation

Private car mileage will be reimbursed at the IRS allowable rate per mile for in-district and out of district mileage. Reimbursement requests for in-district and out of district travel shall be submitted not later than fourteen (14) calendar days following the end of the semester in which the travel expense is incurred. Substitutes who fill in for Murrayville drivers shall be entitled to private car mileage not to exceed the distance from the bus garage in Jacksonville to Murrayville School.

Rail or air travel will be reimbursed at the lesser amount of the actual cost or the standard private car mileage rate computed round trip between the two cities.

Taxi travel will be reimbursed at cost with a per day maximum amount of \$15.00 for one (1) employee and \$30.00 for two (2) or more District employees sharing a taxi. Parking fees to a maximum per day of \$12.00 when a bus driver is required to use a personal vehicle on school business. Parking fees for a school bus on a school trip

shall be paid by the District or the sponsoring group. Receipts shall be required for any reimbursement for parking fees.

2. Meals

Meals will be reimbursed at cost with the following maximum rates:

Breakfast = \$10.00, Lunch = \$15.00, Dinner = \$20.00.

One (1) banquet costing more than these maximums may be substituted for one of the above means when attendance is pre-approved.

Receipts shall be required for any reimbursement for meals.

3. Lodging

If a school bus driver must be away overnight on a bus trip or other school business the District or sponsoring group shall arrange and pay for reasonable overnight accommodations.

4. Registration

Registration amounts will be reimbursed at the cost which has been pre-approved.

5. Tips

A. There will be no reimbursement for tips.

B. There will be no reimbursements for any expenses for which receipts or cancelled checks are not provided with the exception of private car mileage. Amounts for total reimbursements may be prorated by principals on the "Permission to Attend a Professional Meeting" forms.

12.8 MECHANIC CALL BACK PAY

When a bus mechanic is called back to work, the mechanic will be guaranteed a minimum of two (2) hours pay unless that time is immediately prior to or immediately following his normal shift. The mechanic shall be required to spend that additional time performing work as assigned.

ARTICLE XIII
EFFECT OF
AGREEMENT

13.1 COMPLETE UNDERSTANDING

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

13.2 INDIVIDUAL CONTRACT

Any individual contract issued by the Board to an employee shall be subject to and consistent with the terms and conditions as set in the agreement. If an individual contract is inconsistent with the agreement, the agreement shall be controlling.

13.3 SAVINGS CLAUSE

Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this agreement.

13.4 MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers, authority, and legal responsibilities of the Board which are not specifically limited by the express language of this agreement are retained by the Board.

The Board shall not be required to bargain over matters of inherent managerial policy which shall include such areas of discretion or policy as the functions of the employer, standards of service, its overall budget, the organizational structure and selection of new employees and direction of employees.

13.5 NO STRIKE STATEMENT

During the term of this agreement and any mutual extension thereof no employee covered by this agreement, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slowdown or other refusal to tender full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.

- A. Any violating employee shall be subject to discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board.
- B. The Association shall, upon notice from the Board, immediately direct such employees, both orally and in writing, to resume normal operations immediately and take every other reasonable effort to end any violations.

13.6 DURATION

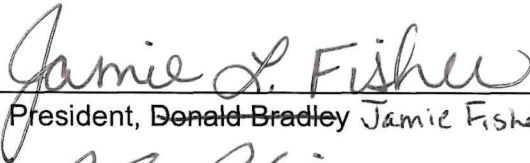
This agreement shall be effective July 1, 2022 and shall remain in effect until June 30, 2024. This agreement is signed this 20th day of July, 2022.

13.7 RETROACTIVITY


Pay increases provided herein shall be retroactive to current or former employees of the district who worked after the previous contract expired on June 30, 2022, and who have not otherwise waived payment of retroactive pay increases. Payment for the retroactive increases shall be made on the next pay period following ratification.

In Witness Whereof:

For the Jacksonville Support Association/IEA/NEA



President, Donald Bradley Jamie Fisher

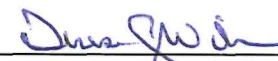


Secretary, Vicki Robson
Vice President, Ronald Jay Robinson

**For the Board of Education Personnel
Jacksonville Community Bus Drivers/Mechanics
Unit District #117**



President, Noel Beard



Secretary, Teresa Wilson

APPENDIX A
SICK LEAVE DONATION FORM

Jacksonville School District #117

211 W. State St
Jacksonville, Illinois 62650
Office: (217) 243-9411
Fax: (217) 243-6844



SICK LEAVE BANK AGREEMENT

The Sick Leave Bank is established to provide extended leave to employees who have exhausted all accumulated benefit time. The intent is to provide extended sick leave benefits to those persons who incur a period of extended illness, injury, or hospitalization. Only those employees who donate the required days to the bank shall be eligible to apply to draw from the bank when needed.

Participation in the bank is *voluntary*. Each employee electing to participate in the bank shall contribute two (2) sick days to the sick bank each year until the sick leave bank reaches the minimum capacity of 600 days. In case of depletion of the sick leave bank below 200 days all employees enrolled will automatically have one (1) sick day deducted and added to the sick bank. Human Resources will notify all members of the sick bank in writing of the depletion of sick bank days and that an automatic one (1) sick day will be taken out of their personal sick days on said date that it will occur.

Membership is automatically renewed each year unless a member submits written notice of cancellation by September 15 of the school year in which cancellation is desired. A participant may cancel membership by indicating in writing directed to the attention of Human Resources.

The intent of the bank is to provide additional financial protection to those employees who incur a period of catastrophic illness, prolonged illness, serious injury, or hospitalization, as verified in writing by a physician, if requested by the Committee.

Employees receiving Workers' Compensation benefits, or benefits from any similar program are not eligible to receive donation days from the bank. (See paragraph "M" of the Sick Bank policy.)

I, _____, have read the policy and procedures for the administration and

Please print your name here

Participation in the Sick Leave Bank (attached), and agree to abide by the decisions of the Sick Leave Bank Committee. Furthermore, I authorize the District to withdraw two (2) sick leave days from my current sick leave allotment. I understand that cancellation from the bank must be in writing addressed to Human Resources Office. Any member resigning will forfeit days donated and will become ineligible for any future benefits through the bank, until such time that they reinstate their membership in the Sick Leave Bank.

Signature

Date

RETURN THIS FORM TO THE HUMAN RESOURCES OFFICE

APPENDIX B

REQUEST FOR PERSONAL LEAVE

(Complete and Submit in Triplicate)
(See JEA Bus Drivers Agreement – Article 11.3)

Request should be submitted at least three days in advance of absence.

NAME OF EMPLOYEE: _____ SCHOOL _____

Date of Request: _____

Date(s) for which personal leave is requested _____

If the above requested date(s) fall(s) on the day immediately before or after Christmas and Spring Breaks, or during the first or last week of school, the reason for the absence is:

The reason for the absence should fall under administrative rules per policy GCBD-C.

SIGNATURE OF EMPLOYEE: _____

Action of Principal:

Approved (With Pay)

Approved (Without Pay)

Disapproved

Signature: _____

Date: _____

Action of Administrative Office:

Signature: _____

Date: _____

Copy to: Central office
 Transportation Supervisor
 Staff Member

REFER TO REVERSE SIDE FOR EXCUSED ABSENCES

ADMINISTRATIVE RULES FOR POLICY GCBD-
C: EMERGENCY AND SPECIAL CAUSE
ABSENCES

Employees wishing an excused absence should complete the two-part form "Request for Personal Leave". The request should be filed with the principal or supervisor at least three days prior to the absence and approval should be obtained from the immediate supervisor and Superintendent of Schools before the absence. In case of emergency, the immediate supervisor should be verbally notified and a statement of reason for absence must be filed with the immediate supervisor within five days after the return of the employee. It is expected that employees shall make every attempt to schedule business and/or personal obligations during non-working hours prior to requesting an excused absence.

Following are some examples of reasons which may be approved for absence with pay after administrative agreement that the matter cannot be given attention at any other time.

1. Consult on college planning for self.
2. Attend weddings of immediate family.
3. Consultation on income tax requested by Internal Revenue Service.
4. Attending legal matters.
5. Consultation with officials of the Illinois Municipal Retirement Fund.
6. Moving to Jacksonville area or within the area.
7. Religious holidays and services.
8. Death of a non-immediate family member which seems to require the help or attendance of a school employee.
9. Official representation of a civic or religious organization at state, regional or national meetings.
10. Attend graduation for family or members of household.
11. An accident or condition due to weather when the person is out of town, thus preventing returning in time to be on the job as scheduled.
12. Taking children to college.

Following are examples of requests which will generally be disapproved for absence with pay.

1. Day for shopping, personal pleasure or other social function.
2. To accompany spouse on an out-of-town trip.
3. To interview for a new job.
4. Child care because of babysitter problems.
5. Economic gain not related to district employment.
6. Inclement weather.
7. Transportation problems.
8. Attend graduation of friends.

APPENDIX C

JACKSONVILLE EDUCATION SUPPORT PERSONNEL IEA/NEA

A. Date of Grievance: _____

B. Statement of Grievance: _____

C. Applicable Contract Provisions: _____

D. Remedy Sought: _____

Date

Signature

Title

cc: Grievant
Association President
Immediate Supervisor

APPENDIX D: Wages

Bus Driver Salary Schedule

	<u>22-23 School Year</u>	<u>23-24 School Year</u>
	<u>Rate</u>	<u>Rate</u>
Step 1	\$19.79	\$20.48
Step 2	\$20.01	\$20.71
Step 3	\$20.22	\$20.93
Step 4	\$20.43	\$21.15
Step 5	\$20.65	\$21.37
Step 6	\$20.86	\$21.59
Step 7	\$21.07	\$21.81
Step 8	\$21.28	\$22.02
Step 9	\$21.50	\$22.25
Step 10	\$21.71	\$22.47
Step 11	\$21.92	\$22.69
Step 12	\$22.14	\$22.91
Step 13	\$22.35	\$23.13
Step 14	\$22.56	\$23.35
Step 15	\$22.78	\$23.58

Longevity= 5.37%
Salaried Drivers= 5.37%

Longevity= 4.51%
Salaried Drivers= 4.51%

\$2000 New Driver signing and continued employee bonus

Driver must be in continuous employment status to receive each installment

The bonus will be paid in 4 installments as defined below

\$500 paid when becoming fully licensed (paid immediately if already licensed)

\$500 paid six months after becoming fully licensed

\$500 paid one calendar year after becoming fully licensed

\$500 paid two calendar years after becoming fully licensed

\$1000 recruitment bonus

Any transportation department employee is eligible for this bonus

The driver and the recruiting employee must be in continuous employment status to receive each installment.

The bonus will be paid to the recruiter in 2 installments as defined below

\$500 paid after the recruited driver completes one calendar year of employment

\$500 paid after the recruited driver completes two calendar years of employment

Bus Monitor Hourly Wages

2022-23 2023-24

Step 1	\$14.25	\$14.68
Step 2	\$14.30	\$14.73
Step 3	\$14.35	\$14.78
Step 4	\$14.40	\$14.83
Step 5	\$14.45	\$14.88
Step 6	\$14.50	\$14.94
Step 7	\$14.55	\$14.99
Step 8	\$14.60	\$15.04
Step 9	\$14.65	\$15.09
Step 10	\$14.70	\$15.14
Step 11	\$14.75	\$15.19
Step 12	\$14.80	\$15.24
Step 13	\$14.85	\$15.30
Step 14	\$14.90	\$15.35
Step 15	\$14.95	\$15.40

22-23 Longevity: 18.18%

23-24 Longevity: 3.35%

3% for longevity and salaried drivers

Head Mechanic

current	21-22	29.85	
	22-23	31.10	4.19%
	23-24	32.03	3%

Asst. Head Mechanic

current	21-22	19.71	
	22-23	20.96	6.34%
	23-24	21.59	3%

Shuttle Driver Hourly Wages

2022-23 2023-24

Step 1	\$16.50	\$16.75
Step 2	\$16.58	\$16.83
Step 3	\$16.65	\$16.90
Step 4	\$16.73	\$16.98
Step 5	\$16.80	\$17.05
Step 6	\$16.88	\$17.13
Step 7	\$16.96	\$17.21
Step 8	\$17.03	\$17.29
Step 9	\$17.11	\$17.37
Step 10	\$17.19	\$17.45
Step 11	\$17.27	\$17.53
Step 12	\$17.35	\$17.61
Step 13	\$17.43	\$17.69
Step 14	\$17.50	\$17.76
Step 15	\$17.55	\$17.81

22-23 Longevity: 9.7%

23-24 Longevity: 1.8%