

Agreement Between

**TRANSPORTATION
PERSONNEL ASSOCIATION
OF
FREEPORT SCHOOL DISTRICT #145**

and

**BOARD OF EDUCATION
FREEPORT DISTRICT #145**

For the School Years of:

2021-2022

2022-2023

2023-2024

2024-2025

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ARTICLE I. RECOGNITION

The Board of Education of School District No. 145, Stephenson County, Illinois, hereinafter referred to as the Employer, recognizes the Transportation Personnel Association affiliated with the Illinois Education Association and the National Education Association hereinafter referred to as the Association, as the exclusive bargaining-representative for all regularly employed full-time and regularly employed part-time bus drivers and bus monitors except bus drivers with supervisory duties, other supervisors and managerial employees, substitutes, short-term employees, and mechanics.

ARTICLE II. RIGHT TO ORGANIZE AND PARTICIPATE

Employees shall have the right to organize, join, and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing.

ARTICLE III. ASSOCIATION USE OF DISTRICT FACILITIES

The employer will allow the Association to use school buildings to conduct local Association meetings, provided the school building space has been reserved in advance through the District's online building reservation system. Use of the Transportation Department meeting room / break area is excluded from this requirement, and can be used to conduct Association business with advance notification to the Director of Transportation. When custodial service is required, the Board may make a reasonable charge for the service. Use of the school buildings shall not interfere with or interrupt normal school operation or other use previously committed by the Board of Education.

ARTICLE IV. ASSOCIATION RIGHTS

Any costs associated with printing the agreement shall be shared by the Association and the Board. The costs will be prorated based on the number of copies of the agreement requested by each party.

ARTICLE V. DUES DEDUCTION

The Board shall provide for deduction of Association dues upon written request of the Association member. Authorizations submitted to the superintendent or his/her designee by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deduction shall be equally deducted over the remaining pay periods for which dues deductions are being made and will be remitted to the Association treasurer. The Association shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE VI. NOTIFICATION OF MEETINGS

The president of the Association or his/her designee shall be given an agenda of any regular or special meetings of the Board in the same time and manner as the Board.

ARTICLE VII. ADMINISTRATIVE-TRANSPORTATION ADVISORY COUNCIL

Administrative groups shall be formed for the purpose of reviewing and discussing matters relative to the transportation department.

Accident Review
Advisory and Safety
Uniform
Training

- A. Members of the groups shall be the Director of Transportation and such other administrators whose participation is required from time to time and four (4) bus driver and/or bus monitor representatives.
- B. The groups shall meet at least quarterly or as needed. The Director of Transportation shall serve as chairperson and a transportation representative as recording secretary. Minutes of monthly meetings on the work of the Council shall be forwarded to the Assistant Superintendent for Business & Finance.
- C. Although the groups are primarily advisory in nature, if required, study committees may be formed to evaluate, investigate, and make recommendations relative to matters of concern to the transportation department.
- D. The Administrative groups agendas shall at no time include the subject matter of faculty, administrative, or other appointments to the staff of School District No. 145 or decisions of the superintendent or non-curricular or non-academic matters. It is understood that decisions regarding general governance of the district rest solely with the superintendent and the Board of Education.

ARTICLE VIII. SENIORITY

A. Definition

Seniority shall begin on the first date duties are performed for the District or the date of licensure for bus drivers, and shall continue unless interrupted by resignation or termination of employment, and shall not accumulate during approved leaves of absence. For purposes of determining placement on the monitor's salary schedule, seniority accrued as a bus driver within the District shall be applicable to the placement. In the event that more than one individual employee has the same start date, for bus drivers, seniority shall be determined, by the driver who obtained their license first, and for monitors, seniority shall be determined by random lot selection. Monitors who transition to school bus driving will get .5 (half a year) for every 2 (two) years as a monitor on the driver seniority list.

B. Seniority List

The employer shall prepare and maintain a seniority list. A copy of the seniority list shall be furnished annually to the Association by February 1 of any year. Any challenges to the list shall be submitted in writing by the employee to the superintendent within ten (10) days of date furnished to the Association.

C. Job Classifications

For purposes of this agreement, members shall earn seniority in the following classifications, job descriptions for positions within these classifications can be obtained at the District office:

- Regular Driver
- Regular Monitor
- Flex Driver
- Flex Monitor
- Van Driver
- Special Needs Driver
- Special Needs Monitor
- Lead Trainer

D. Flex Driver

Flex drivers will be responsible for driving bus routes for those regular drivers who are absent due to illness, special leave or field trips and will be assigned various runs on a daily basis by the Director of Transportation or designee. If there is no shortage of regular drivers and flex drivers are scheduled to be on a bus, they are to drive the route with the regular driver riding in order to become more familiar with the various bus routes. Flex drivers shall be paid at the appropriate salary schedule rate per hour when driving routes for the District or when riding with other

drivers. Flex drivers will be eligible for extra runs and field trips according to the seniority rotational roster system currently in place. Flex drivers may be hired at half or full time. If a flex driver is a half-time driver they will receive half of the guaranteed flex time at their terminal or the length of the route whichever is longer. Flex drivers who are assigned to drive a route in Freeport but are sent to another location after reporting to Freeport will be eligible for mileage reimbursement at the IRS standard mileage rate. If the flex driver is assigned a route originating from terminal with a daily flex guarantee of higher than the normally assigned they will receive the higher daily hour minimum for the entire day, even when only 1 route is driven out of the other terminal. Flex drivers may work more than the contracted number of days due to the department servicing multiple districts. Flex drivers (not on long term assignments) will be utilized on Freeport non-attendance days on a rotational basis in district that are in session.

E. Lead Trainer

The lead trainer will serve as a flex driver when training responsibilities or district needs warrant. The lead trainer will assist in the continuing development of the department's training program to include: new hire training, scheduling of training and performing ride alongs as deemed necessary by the director. The lead trainer will not be eligible for permanent middays or extra runs, but may be assigned midday coverage if district needs warrant.

F. Monitors

Monitors who are assigned to monitor a route in Freeport but are sent to another location after reporting to Freeport will be eligible for mileage reimbursement.

ARTICLE IX. VACANCIES

Vacancies in bargaining unit positions shall be posted within five (5) days of official receipt of the Administration of notice from the effected employee and made known to the president of the Association so that any employee interested in filling the vacancy may submit an online application.

All regular and special needs bus drivers and bus monitors shall be given first consideration for appointment. Seniority, qualifications, and ability shall be considered in appointment to existing vacancies.

If vacancy occurs after the close of school and before the opening of school, notice of the vacancy shall be posted on the District website.

ARTICLE X. PERSONNEL FILE

- A. The employee shall have the right to examine his/her personnel file, subject to operational needs of the District, but shall not exceed two (2) school days following the request. Any copies requested by the employee are at employee expense.
- B. Prior to inclusion in the personnel file, formal evaluation documentation shall be reviewed and signed by the employee no later than the end of the current school year. An employee's signature on such documentation is an indication of review and receipt of a copy of such documentation, and does not necessarily signify agreement with the substance of the document(s). An employee may, within ten (10) days of receipt of a copy of the document(s), write a response to the same, which response shall be attached to the contested document and included in the personnel file.
- C. Prior to inclusion in the personnel file, formal evaluation documentation shall be reviewed and signed by the employee no later than May 15 of the current school year. Any documentation which is disciplinary in nature must also be signed by the employee prior to being placed in the file. If the employee refuses to sign the documentation, the union will acknowledge receipt of the documentation on behalf of the employee.

ARTICLE XI. WORK SCHEDULE/ASSIGNMENTS

A. WorkYear

The work year for bus drivers and bus monitors shall consist of in-person student attendance days plus up to 40 hours of in-service training. Trainings will occur on 3-hour days, remote learning days and during the summer. A schedule of summer trainings will be shared with the membership prior to the end of the school year. The bus drivers and bus monitors shall be paid at a hourly rate equal to their base hourly wage for those hours worked on that in-service day. An additional 2 hours shall be provided for route set-up, to be paid at the employee's base hourly wage. Date and time for route set-up shall be with the approval of the supervisor. Drivers participating in the required yearly Illinois State refresher course shall be paid a maximum of two (2) hours at their base hourly wage. The work year may be extended on a majority vote of the bargaining unit to account for any inclement weather days beyond the five (5) built into the calendar. If the association votes to enact the extra days, all members are required to attend. Days will be announced prior to May 15th for planning purposes.

B. Workday

The workday shall be defined to include assigned hours between 5:30 a.m. and 7:30p.m. Each employee's work hours will be established by the Director of Transportation to fit the requirements of each school or program, provided, however, that in establishing work schedules for bus drivers, the Director will strive to achieve the goal of assigning, to the extent possible, each driver a total of 6.75 hours of actual driving time each day. The Association recognizes that such work schedule is only a goal and may not be feasible given the needs of the district to transport students in the most efficient way available. In working to achieve this work schedule goal, the Director will take into consideration student needs, building student attendance schedules, the need for part-time, substitute, and flex drivers, and driver seniority. The Association also recognizes that to the extent such work schedule goal can be achieved, the mid-day runs established annually by the Director will first be scrutinized against the criteria noted above in order to attempt to maximize the number of drivers who are scheduled for 6.75 hours of driving time each day.

Any mid-day runs, extra, and special runs conducted exclusively for special education students shall be first assigned only to drivers and monitors that regularly work on special education routes, such assignment to be done in the same manner described here. If no special needs staff accepts the mid-day, extra or special run, any staff member with the appropriate training may be offered the run.

Midday and extra run assignments will be made at the beginning of the school year and as district needs warrant. Employees who have a day variant run will be looked at first, by seniority, for any run that becomes open or that is created that services all school days in a week. The district will impose the same guidelines for midday and extra run assignments as are done for routes. Staff will be allowed ten (10) turndowns each school year, after the 10th (tenth) turndown the staff member will be removed from the rotation.

Flex drivers shall run one (1) route per week for practice, during the day between morning and afternoon routes, payable at the regular hourly pay rate.

C. Overtime

Any work performed over forty (40) hours per week shall be paid at a rate of time and one-half. The rate of pay used to calculate the overtime rate will be the rate the employee was working when they reached 40 hours. Overtime rates will be adjusted as employee changes job classifications.

D. Callbacks

A callback shall be defined as when the driver has completed his/her assigned route, and is then called to return for a trip which is not the result of the driver's own error. A callback shall not be granted due to the temporary rescheduling of a bus driver's normal run. All callback driving assignments shall be for a minimum of one (1) hour.

E. Prep Time

All regular, special needs and flex school bus drivers shall be paid for a maximum of 25 minutes a day for school bus pretrips, regardless of the number completed, plus 9 minutes a day for incidental work. Van drivers shall be paid fifteen (15) minutes per day for all pretrips completed, plus six (6) minutes per day for incidental work. Van drivers who drive a bus for a midday route will be given the additional 10 minutes of pretrip time. All drivers who do a field trip on a non-school day will be paid for a fifteen (15) minute pretrip. Monitors who drive a van route shall be paid the daily incidental rate of six (6) minutes per day plus shall receive the fifteen (15) minute pretrip allotment. Flex drivers who drive a van route shall receive the regular school bus pretrip and incidental rate. Monitors shall be paid for eight (8) minutes of incidental work per day. Drivers in Dakota and any other terminal which may have daily set hours will not receive additional pretrip and incidental time, unless they run a Freeport route/extra run or midday, and then the pretrip/incidental pay will be reduced to 15 minutes for pretrip and 5 minutes for incidental. Incidental work time shall be paid at the employees regular per hour wage, except for monitors who are driving a van. Incidental work time shall be used daily for purposes as established by the State of Illinois and/or Administration.

F. Assigned Routes

Unless otherwise reassigned by the Director of Transportation or his/her designee,

drivers and bus monitors shall retain their assigned routes from year to year. Route reassignments shall not be made on an arbitrary basis and shall reflect District needs. Route times may vary from year to year. If any change affecting route or hourly assignments occur, the employee shall be notified prior to the change taking effect. If an involuntary change in assignment of a driver or monitor occurs during the school year and results in an affected employee's work schedule of less than four (4) hours per day, the Board will continue to provide medical insurance coverage for the affected employee(s) for the remainder of the school year, provided, however, that the Director may assign bargaining unit duties to an affected employee(s) to maintain the four (4) hour work schedule to justify continued medical insurance coverage for the remainder of the school year. Employees who are assigned a route with an established route time of three (3) hours will be guaranteed the three (3) hour route time.

A route will be defined as the AM and PM portions of a HS / ELEM route plus any run that is connected to either the front or back end of the route. Mid-day and extra runs will be separate and will be timed out individually.

Route times will be determined by the district's routing and planning software and randomly verified through the district's GPS system and bargaining unit designee.

A list of drivers who are willing and have received the proper training for working on Special Needs routes will be assembled by the district for use when substitute drivers are needed on Special Needs routes. In the event of an emergency any driver with the proper licensing may be dispatched.

G. Bus Wash/Snow Removal

Drivers are responsible for the upkeep of the cleanliness of their assigned bus, to include daily sweeping and trash emptying. Annually the district will ask for interested members (drivers) to wash buses, the bus washers will be responsible for the washing of all of the district vehicles once per pay period, unless inclement weather prohibits the washing of buses. Bus washers will receive an average of all driver wages for each bus they wash. Bus washers will not be eligible for middays or extra runs, except for when the needs of the district warrant. Bus washers will also be responsible for the removal of snow between and on buses when snow fall exceeds 3 inches or when called in by the Director or designee. The bus wash hours will also be reflected in the field trip rotation for overtime avoidance. If sufficient drivers do not sign up for the bus wash position, individual drivers will be responsible for the washing of their bus at their regular rate of pay. Bus washers total daily hours for purposes of sick time will be the regular route time plus 1 hour.

H. Turn-downs

When a five (5) day notice is given, with the exception of turn-downs resulting during a Board-approved leave of absence or which create conflict with regularly assigned route time, fifteen (15) accumulated turn-downs of short and/or long field trips or extra runs in a school year shall result in removal of the driver's name from both lists for the remainder of the current school year.

If an emergency occurs and the transportation office is notified four (4) or less hours prior to the time of the run, the provisions of this Article shall not apply and the Director of Transportation or his/her designee may take such action as is necessary to deal with the emergency.

I. Reduction-in-Force

In the event that a monitor or driver is removed or dismissed as a result of a decision of the Board to decrease the number of monitors or drivers or to discontinue some particular bargaining unit service, written notice shall be provided to the employee(s) by certified mail, return receipt requested, at least 30 days before the employee is removed or dismissed or the hours he or she works are reduced, together with a statement of honorable dismissal and the reason therefore. The affected employee with the shorter length of seniority in the District within the affected category (i.e., monitors or drivers) shall be dismissed first.

If the Board has any vacancies for the following school term, the positions thereby becoming available within the specific category of positions (i.e., monitors or drivers) shall be offered to the employee so removed or dismissed from that category or position, by order of seniority so far as they are qualified to hold such positions.. The District reserves the right to terminate the Flex Driver classification at the end of any school year, after a review of the need to continue such position with the Association President. In the event the Board decides to eliminate the position, the Association reserves the right to bargain the decision and its impact.

- J.** Bus drills will be conducted twice annually. All bus drivers must complete 1(one) bus drill annually.

ARTICLE XII. SICK LEAVE

- A. Each employee shall be granted twelve (12) full days of sick leave per year. Sick leave shall be paid at the employee's regular hourly rate of pay, to include pretrip and incidental time.
- B. If any employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a total of two hundred fifty (250) days, including the leave of the current year.
- C. Upon retirement, or resignation under honorable conditions shall be paid for unused sick days as follows, 2-9 years= \$15.00; 10-14 years= \$25.00; 15+ years \$50.00 up to a maximum of 250 days.
- D. In accordance with the Family and Medical Leave Act of 1993, (the "Act"), as amended from time to time, the Board acting through the Superintendent, will grant eligible employees an unpaid family and medical leave of absence. Provided, however, notwithstanding anything in the Act to the contrary, employees who have provided between 625 and 1249 hours of service during the 12 month period immediately preceding the commencement of the leave shall be entitled to up to six (6) weeks of unpaid leave during the twelve month FMLA leave period designated by the Board. Employees who do not meet the standard for FMLA leave may be eligible for an unpaid leave of absence of no longer than 6 weeks.
- E. Sick days may be requested to be used to cause payment on snow days, scheduled winter or spring breaks, holidays, or the employee's birthday (or another day if the employee's birthday falls on a weekend or holiday) up to an amount that does not exceed the annual allotment of twelve (12) sick days. This cap shall be removed after 4 years of service provided the employee has at least fifteen (15) days accumulated at the beginning of the year. However no employee may use sick time for payment on holidays, breaks, birthdays or snow days when they have fewer than three (3) sick days remaining. This payment will be calculated at the employee's base hourly rate multiplied by the number of regularly scheduled daily hours of work. The use of sick time under this provision will be approved when submitted within the following timeframes: School district holidays/breaks, shall be allowed with 5 business days notice before the start of the break. Time for inclement weather days must be submitted by the end of the payroll period that the inclement weather/emergency day falls in, email requests will be accepted. Sick leave may be taken for any reason the employee may need to miss work. Sickleave for reasons other than illness cannot be taken for more than five (5) consecutive days (excluding bereavement), and the total number of days used for non-illness related reasons shall not exceed the annual allotment of twelve (12)

F. days. Sick days taken for non-illness reasons should be done with 48 hours notice whenever possible. No more than 2 (two) drivers and 2 (two) monitors may be have preplanned days off on any given day. Preplanned days may be cancelled if staffing requires the employee to be at work to allow for uninterrupted service, If an employee is called to work on preplanned day and comes in they will be given an addition .25(one quarter) of a day as compensation.

ARTICLE XIII. PAYROLL

A. Payroll checks shall be issued on a bi-weekly basis for the length of the school term (18 pays). Employees will be paid based on their established route time. Time sheets, if necessary are due on the last day of the work week before the next payday, any time sheets handed in after this date will be processed with the next payroll. All employees shall be paid via electronic funds transfer (direct deposit). (Direct Deposit Note: Employees may designate that a second deposit be made to the District's bank in an account for the employee's use over the summer. Such designation must be made to the District's payroll administrator prior to the start of the new school year.)

B. Route pay will be the length of the route times the driver's/monitor's hourly wage. A route is defined as: am runs (to school) and pm runs (take home). Middays and extra runs are timed separately but are included in the driver/monitor's total daily hours. Drivers and monitors are not paid for runs that are cancelled and notice is given the previous day. Runs cancelled after the driver/monitor arrive will be paid. Headstart routes with a midday run are timed together. Routes, middays or extra runs that have less than 20 minutes between will be paid in entirety. Routes, middays or extra runs that have more than 20 minutes between will be paid separately.

Examples:

AM HS--->AM ELEM (AM RUNS) + PM HS--->PM ELEM (PM RUNS) = Route
AM HS--->AM Headstart + Headstart Midday + PM HS--->PM Headstart = Route

AM Run 6:45am-9:08 + Extra Run 9:15-10:00am Driver/monitor would be paid from 6:45am-10:00am

AM Run 6:45am-9:08 + Extra Run 9:45-10:00am Driver/monitor would be paid from 6:45am-9:08 and then from 9:45am-10:00am.

Route times will be adjusted after the first 2 weeks of school and quarterly thereafter, or when a new driver assumes a route. All route time adjustments are made in 1 minute increments. A driver or monitor may request a route time review 4(four) times a year in addition to the quarterly updates. Staff initiated route updates are limited to 4 (four)times a year. Monitors may only request a route review on a route that they have been on for more than 1 quarter. Monitors are limited to 1 request per route per year. All changes will take effect with the beginning of the next payroll. Exceptions must be 5 (five)minutes or more and be approved by the Director. Driver faulted accidents are not exceptions.

C. Pay for sick days shall be divided into 1/3 of a day increments for employees that work an assigned midday route. All employees that accept a midday route, regardless of length, will be charged 1/3 of the applicable sick day per missed scheduled route. Employees not assigned a midday route will be charged 1/2 of the applicable sick day for missing the a.m. route or p.m. route.

D. Employees who work under multiple classifications will be paid the hourly wage associated with the work being done.

ARTICLE XIV. FLEXIBLE BENEFIT PLAN

- A.** The Board shall maintain a cafeteria plan and flexible spending account which meets the requirements of Section 125 of the Internal Revenue Code. If at any time such Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
- B.** An employee may annually elect to participate by choosing to receive benefits not to exceed the IRS designated limit for medical expenses and \$5,000 for dependent care in any plan year. The amount elected shall be deducted from the employee's compensation. In accordance with the enrollment period, prior to the beginning day of the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
 - 1. Reimbursement for the amount of the deductibles on the group insurance and for any other qualified unreimbursed medical care as defined in the Internal Revenue Code.
 - 2. Reimbursement for qualified dependent care assistance as defined and allowed in the Internal Revenue Code.
- C.** The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not carried over to a succeeding plan year, and such amount shall become the property of the plan.
- D.** The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the employee's salary payments during the plan year.
- E.** Claims for reimbursement may be submitted no more often than once per month in minimum amounts of not less than \$50 (except for the final month in a plan year), unless an Agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.
- F.** The Board does not guarantee, or in any way warrant, that the salary reductions are non-taxable, said determination to be made by each individual employee.

ARTICLE XV. INSURANCE

A. Contributions

1. The Board shall provide single group hospital and major medical insurance for all regularly employed bus drivers working four or more hours per day or working 3 hours a day and taking at least 17 field trips; drivers must have both regular morning and regular afternoon bus runs and the employee's total regular workday spans an eight-hour time period, subject to any modifications of benefits in the health plan.
2. The Board shall contribute 95% of the cost of single coverage group hospital and major medical insurance for all regular employed bus monitors who work four or more hours per day, subject to any modifications of benefits in the health care plan. The employee shall contribute 5%.
3. The Board shall contribute 95% of the cost of single coverage group hospital and major medical insurance for all regularly employed bus drivers working four or more hours per day and having both regular morning and regular afternoon bus runs and when the employee's total regular workday spans an eight-hour time period, subject to any modifications of benefits in the health care plan. The employee shall contribute 5%.

- B.** The Board of Education shall provide \$600 per year toward dependent insurance coverage.
- C.** The Board of Education shall provide a \$15,000 term life insurance policy for all employees qualifying for single group hospital and major medical insurance as described in item A of this article.
- D.** The Board of Education shall provide for dental and vision coverage, individual or family coverage, at the employee's request for those employees eligible for medical coverage. The Board shall contribute toward the cost of such coverage the amount equal to 80% of the cost of the coverage.

ARTICLE XVI. PROBATIONARY PERIOD

New employees shall be required to successfully complete a probationary period of ninety (90) school days, with new driver probationary periods being reset after licensing for an additional ninety (90) school days. Probationary employees will be reviewed every 30 days during the probationary period. A probationary employee may be dismissed at any time during the probationary period for any reason without recourse.

ARTICLE XVII. DISCIPLINE

The Board agrees with the tenets of progressive and corrective discipline, including but not limited to, oral reprimand, written reprimand, issuance of occurrences (10 occurrences in a school year may result in termination), suspension without pay, and discharge. Occurrence lists shall be approved annually by the bargaining unit executive board.

Nothing contained herein shall require the Board to exhaust any or all of the listed disciplinary techniques when a determination has been made of the need to discipline an employee.

ARTICLE XVIII. PHYSICAL EXAMINATION

- A. Upon completion of the eligibility review the board shall pay for the initial licensing costs for new drivers to include; the background check, school bus physical and initial licensing costs. Drivers who do not drive for the district for 6 months will forfeit those costs in their final paycheck.
- B. The Board shall designate a physician(s) or health care facility for subsequent physical examinations required of the bus drivers and monitors by the Board. The Board shall pay for the costs associated with such physicals. The Board shall determine the components of the physical examination and shall not be responsible for any costs which exceed the Board's requirements for physical examinations. The Board shall also provide and pay for Hepatitis B inoculations for those drivers and monitors electing to receive such shots.

ARTICLE XIX. NEW and ONGOING STAFF TRAINING

Newly employed drivers shall be trained by a member of the bargaining unit who has been mutually agreed upon by the bargaining unit executive board and the district. The trainer must have, a good driving record, and be willing to work nights and weekends when needed to accommodate the training needs of the district. Paid training consists of: classroom, behind the wheel, and on the bus training. New employees will not be paid for state required training. Current employees will be compensated for the 2-hour annual refresher course mandated by the State of Illinois. Staff will be compensated at their base hourly rate for all training.

ARTICLE XX. COMMERCIAL MOTOR VEHICLE SAFETY ACT LICENSE

The Board shall pay any amount over the cost of a regular driver's license for the school bus commercial driver's license as required by the Commercial Motor Vehicle Safety Act. The cost of the driver's permit shall also be reimbursed by the Board.

ARTICLE XXI. WAGES

1. Starting Driver
 - 2021-2022 \$17.00
 - 2022-2023 \$18.00
 - 2023-2024 \$19.00
 - 2024-2025 \$20.00
 - a. Drivers who start with Freeport already licensed (CDL, SB AND P) and have 1 year of experience will receive \$.25 for the first year and \$.05 for each additional year of experience not to exceed \$.25.
2. Trainee-No Permit current minimum wage
3. Trainee- Permit
 - 2021-2022 \$14.50
 - 2022-2023 \$15.00
 - 2023-2024 \$15.50
 - 2024-2025 \$16.00
4. Starting Monitor
 - 2021-2022 \$13.00
 - 2022-2023 \$14.00
 - 2023-2024 \$15.00
 - 2024-2025 \$16.00
5. Monitor with SB and P Endorsement
 - 2021-2022 \$13.50
 - 2022-2023 \$14.50
 - 2023-2024 \$15.50
 - 2024-2025 \$16.50
 - (Rate applies only when monitor is driving)
6. Van driver with SB and P endorsement
 - 2021-2022 \$13.50
 - 2022-2023 \$14.50
 - 2023-2024 \$15.50
 - 2024-2025 \$16.50
7. Drivers who accept a midday/extra run as a monitor shall be paid the average wage of currently employed monitors, except when the offered run is for the same day, then driver shall be paid their regular wage. Average monitor wage to be shared with the Union by the start of school annually.
8. Longevity, drivers will receive a longevity hourly bonus.
 - 2-5 years \$.25 per hour
 - 6-9 years \$.50 per hour
 - 10 + years \$.75 per hour

Longevity is based on individual hire date.

9. Longevity, monitors will receive a longevity hourly bonus.
 - 2-5 years \$.25 per hour
 - 6-9 years \$.50 per hour
 - 10 + years \$.75 per hour

10. Field Trip pay is

- 2021-2022 \$15.00
- 2022-2023 \$15.50
- 2023-2024 \$16.00
- 2024-2025 \$16.50

11 Special Needs route Drivers shall be paid an additional \$.50 while assigned to a special needs bus, and Monitors shall be paid an additional \$.75 while assigned to a special needs bus. This increase shall be applied to the hourly rate of flex drivers and substitute monitors temporarily assigned to a special needs route.

12 Trainers will receive a \$.25 per hour increase while training or performing training related duties.

13 The Lead Trainer will be paid \$20.50 while performing lead trainer duties.

14 Employees hired after January 1st of any given year will remain at that rate for the remainder of that year.

15 Increases, training pay and average wage calculations are derived from base hourly wage.

16 Preschool route Drivers shall be paid an additional \$.25 while assigned to a preschool bus, and Monitors shall be paid an additional \$.50 while assigned to a preschool bus. This increase shall be applied to the hourly rate of flex drivers and substitute monitors temporarily assigned to a preschool route.

17 Flex staff are guaranteed 5.0 hours a day.

Increases

2021-2022

July 1 \$.50

Jan 1 \$1.00

2021-2022

Jan 1 \$1.00

2022-2023

Jan 1 \$1.00

2023-2024

Jan 1 \$1.00

2024-2025

Jan 1 \$1.00

ARTICLE XXII. FIELD TRIPS/EXTRA RUNS

1. All regularly employed bus drivers shall indicate in writing their desire to be considered for field trips/extra runs at the beginning of the year and when necessary throughout the school year.

Any field trips/extra runs exclusively for Special Education students shall be first assigned only to those drivers that regularly drive Special Education routes. In an emergency, regular bus drivers may be used for these Special Education field trips, such assignments to be made on a rotational basis. Assignment of Special Education field trips to Special Education drivers shall be administered identically to other field trip assignments as described in this Article.

Special Education drivers are eligible for assignment of regular field trips/extra runs if the field trip/extra run does not conflict with the regular Special Education route commitment.

2. Field trips shall be divided into three (3) categories:
 - a. Trips occurring during the school day
 - b. Trips regardless of origination time that occur after school hours or on a non-school day
 - c. Multi-day trips
3. Under normal circumstances, field trips shall not be assigned to any bus driver whose cumulative week as a bus driver would exceed forty (40) hours. However, the Administration maintains the right to assign overtime as District needs warrant. Drivers shall not be entitled to make up a field trip that is missed due to illness of the driver, and shall continue in the regular rotation. If a driver must report for jury duty, or report to court pursuant to a subpoena or summons, he or she shall not be charged a "turn down" and will be assigned the next available unassigned field trip. If assigned field trips are canceled, the same procedure shall be followed.
4. Flex drivers who elect and are assigned a regular midday/extra run will be paid for that run independently from their daily route hours.
5. The rate of pay for field trips shall be \$15.00 (2021-22) \$15.50 (2022-2023) \$16.00 (2023-2024) \$16.50 (2024-2025). Upon request, a driver will be provided with documentation of compensated field trip hours.
6. All regular field trips shall be paid for a minimum of one (1) hour. If a field trip has been canceled and the bus driver has not been notified and they arrive to take that field trip, the bus driver shall be paid a minimum of one (1) hour at the regular hourly rate. A minimum of two (2) hours shall be paid to the bus driver if a weekend or any holiday field trip is canceled without notifying the bus driver at least one day or twenty-four (24) hours before the trip. Drop and return field trips

shall be paid at a rate of one (1) hour or the length of the trip whichever is longer.

7. A seniority list of available bus drivers shall be developed by the administration for each category of field trips. Field trips shall be assigned to each bus driver on each list on seniority rotational basis. However, wherever possible, field trip assignments will be made in such a way to avoid the payment of overtime. All field trips that require the coverage of a PM route will be covered in their entirety, drivers will be paid for their field trip time, pm route time will be subtracted for that day.
8. Drivers who wish to exchange field trips amongst themselves must complete a Field Trip Exchange form. All exchanges must be done with trips currently scheduled and must be at least 1 week out. Drivers are limited to 3 exchanges a year, the driver who initiates the exchange receives the exchange tally.
9. Whenever possible, field trip assignments shall be made five (5) days prior to the scheduled trip. Upon receipt of a field trip offering with at least a five (5) day notice, the bus driver must accept or reject the offering by the end of the next working day. Field trips that are offered with at least a five (5) day notice and subsequently refused by the driver within the established time period shall be recorded on the list as one (1) turn-down with the exception of emergency situations. Failure to notify the administration or designee within the established time period shall result in the driver being charged with two (2) turndowns. Field trips with less than a five (5) day notice shall not be charged against the bus driver as a turn-down. However, immediate response is required of field trips that are offered with less than a five (5) day notice. If a driver is assigned two (2) field trips for the same time on the same day, the rejection of one of them in order to take the other, shall not constitute one (1) turn-down unless the driver has failed to respond "within the established time period" as mentioned above. Such rejection(s) will not provide the driver with another field trip as a make-up.
10. Whenever possible extra runs assignments shall be made three (3) days prior to the scheduled run date. Drivers and monitors have 1 working day to return the accepted/rejected run sheet, failure to return the sheet within 1 working day will result in the next available driver/monitor being assigned the run. Runs that are assigned on the day of the run need to be returned as soon as possible, if not returned within 1 hour of the run the next available driver/monitor will be assigned.
11. A single driver assigned to a field trip that is cancelled will be assigned to the next available unassigned field trip within the cancelled trip's category. If multiple buses are requested for a field trip and some of those buses are cancelled, the more senior driver(s) shall be assigned the field trip in order of seniority.

12. Under normal circumstances, all field trips for the transport of four (4) or more students, and not lasting more than 2 days shall be offered to a bus driver. In the event there are no regular drivers available, the Director of Transportation may assign weekday athletic field trips to district personnel. Weekend athletic field trips will follow the regular field trip assignment process, but may be assigned to district personnel if no regular drivers are available for the assignment.
- 13 The Board and the Association realize from time to time emergency situations arise relative to scheduling field trips. Emergencies are defined as any trip/ extra runs that becomes known for any reason two (2) or less days prior to the date of the scheduled or unscheduled run. In the event of an emergency, the next five (5) drivers in the rotation shall receive first consideration. If attempts to contact the five (5) drivers have failed or in instances when the emergency occurs two (2) or less hours prior to the time of the run, these assignments remain the sole discretion of the administration and are not subject to the other provisions of this article including assignment on a rotational basis.
- 14 Drivers who are assigned a field trip but are absent any part of the day preceding the trip will forfeit the trip and will not be eligible for a makeup. Drivers who are absent the day before a holiday or school break will forfeit all trips assigned during the break. Exceptions: Jury Duty, court subpoena, bereavement, or preplanned school function for child, grandchild, or stepchild.
- 15 When staffing levels require a field trip to be driven by non-transportation personnel, athletic personnel will be used to cover routes before district maintenance or office staff are used to cover a route. In the event that staffing is such that field trips can not be covered with district staff or substitutes; the district will use contractors and or charter companies to cover field trips. Drivers of these trips will be put in to rotation for the next available trip. If no driver had been assigned the rotation will continue to the next driver up for a trip.

Article XXIII. Grievance Procedure

A. Definition

1. Any claim by the Association or an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.
2. As used herein, the term "days" shall mean days on which the district business office is open.

B. Informal Procedure

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

- C. Step One:** The employee or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. Such grievance shall be submitted within ten (10) days of the occurrence of the grievance or within ten (10) days of when such occurrence should reasonably have become known. Within ten (10) days of the meeting, the employee and the Association shall be provided with the supervisor's written response.

Step Two: If the grievance is not resolved at Step One, then the Association may refer to the grievance in writing to the superintendent or designee within (10) days after receipt of the Step One answer. The superintendent or designee shall arrange for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the written response of the superintendent or designee.

Step Three: If the Grievance is not resolved at Step Two, then the Association may refer to the grievance in writing to the Board of Education through the superintendent within ten (10) days after receipt of the Step Two answer. The superintendent or designee shall arrange for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the written response of the Board of Education.

Step Four: If the Association is not satisfied with the disposition of the grievance at Step Three or the time limits expire without the issuance of the Board's written reply, the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within ten (10) days of the date for the Step Three

answer, then the grievance shall be deemed withdrawn.

Each party shall have the right to present to the arbitration hearing such witnesses and documents as deemed necessary to develop facts pertinent to the grievance.

The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

D. General Provisions

1. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association.
2. Expenses for the arbitrator's services and the expenses which are common to both parties to arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses. If the grievance is withdrawn, any charges assessed by the American Arbitration Association will be borne by the party withdrawing the grievance.
3. The grievant is allowed representation of his choosing at any step of the process.
4. If an employee is required by the Board to be involved in the processing of a grievance during school hours, he/she shall be excused for such purposes without loss of pay. When an employee is not represented by the Association, the Association may be present as an observer in all hearings and shall receive copies of the grievance and decisions.
5. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
6. A grievance may be withdrawn at any level without establishing precedent and if withdrawn shall be treated as though never having been filed.
7. The failure of the employee or Association to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.
8. If the Association and superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.
9. No reprisals will be taken for the processing or participation in any grievance.

ARTICLE XXIV. UNDERSTANDINGS

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.

ARTICLE XXV. SAVINGS CLAUSE

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

ARTICLE XXVI. NO STRIKE

The Association and each employee covered by this Agreement agree to not instigate, call, sponsor, aid or engage in any strike, walk-out, work stoppage, or slow-down against the school district during the term of this Agreement.

ARTICLE XXVII. RIGHTS

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

ARTICLE XXVIII. RANDOM DRUG SCREENING FOR MONITORS

Monitors will be subject to random drug and alcohol testing through a consortium, as well as immediate drug and alcohol testing when drug use or intoxication is suspected by District administrative staff.

ARTICLE XXIX. DURATION

This Agreement will be effective as of July 1, 2021, and continue in effect through June 30, 2025.

This Agreement may also be reopened if the district begins to provide school to home/home to school transportation for any other entity

Article XXXI. Uniform

The district will provide 5 uniform shirts, 1 jacket and a safety vest to each employee.

IN WITNESS THEREOF:

**For the Transportation Personnel
Association of School District No. 145**

Regina Snowes

President

Amir

Vice President

**For the Board of Education of
School District No. 145**

[Signature]

President

[Signature]

Secretary