

# AGREEMENT BETWEEN

BOARD OF EDUCATION

OF

NAPERVILLE COMMUNITY UNIT SCHOOL DISTRICT 203

*AND*

NAPERVILLE TRANSPORTATION ASSOCIATION  
IEA-NEA

2021-2026

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## **ARTICLE I—RECOGNITION**

The Board of Education of Naperville Community Unit School District 203, DuPage and Will Counties, Naperville, Illinois, here and thereafter referred to as the "Board" recognizes the Naperville Transportation Association, affiliate of the National Education Association (NEA) and the Illinois Education Association (IEA), here and thereafter referred to as the "Association," as the sole and exclusive negotiating agent for all full-time regularly-employed bus drivers, mechanics, and all regularly scheduled bus drivers.

## **ARTICLE II: BOARD RIGHTS**

- A. The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of Naperville Community Unit School District 203 conferred upon and invested in it by the Statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibilities for and the right to:
1. Maintain executive management and administrative control of the District and its properties and facilities and the work of its employees as related to the conduct of District affairs.
  2. Hire, dismiss, demote, promote, evaluate, and transfer all employees.
  3. Establish the needs of the District and the most effective manner of meeting those needs.
  4. Determine the responsibilities and assignments of those in the bargaining unit.
- B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by specific and express terms of this Agreement. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois School Code.

## **ARTICLE III: EMPLOYEE AND ASSOCIATION RIGHTS**

### **A. Personnel File**

All employee personnel files shall be maintained in electronic format. Each employee shall receive an electronic copy of any material related to discipline that is placed in his/her personnel file. Each employee shall have the right upon reasonable advance request to review, in electronic format, the contents of his/her personnel file, provided such reviews shall occur during office hours and shall be in the presence of a District administrator and the employee's supervisor. Excluded from this review shall be confidential data and references furnished by other employers. Nothing shall be permanently removed without consent of the Board or its designee. An employee may file a written response or explanation of any material in his/her personnel file.

All personal medical records and/or documentation required by the District shall be kept in a separate file from the employee personnel file.

Each employee shall have the right upon reasonable advance request to review the contents of his/her building file, provided such reviews shall occur during office hours and shall be in the presence of a District administrator or the employee's supervisor. Building file materials will include a school bus application

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application form, school bus recertification letter, ROE recertification letter, any Step Up increase letters, Action Notices from HR, handbook receipt, emergency contact information, and a copy of the CDL.

Each employee may file a written request for removal of materials placed in his/her file after the first anniversary of an incident or occurrence. After review, the supervisor may recommend consent from the Board or its designee to permanently remove material(s) from the file.

#### **B. Dues Deduction**

Upon receipt of a lawfully executed dues deduction authorization form, the Board shall deduct Association dues and remit same within fifteen (15) calendar days to the Association President. The Association dues may be deducted over the first twenty (20) payment periods in any single membership year (September 1 to August 31), provided such deductions shall commence no later than thirty (30) calendar days after receipt of the authorization form and further provided the deductions for any individual employed shall not be altered as to amount during any single school year except to terminate such deduction. The Board and the Association agree that deductions shall remain in effect consistent with the terms of Section 11.1(c) of the Illinois Educational Labor Relations Act, 115 ILCS 5/11.1(c). The Association agrees to indemnify the Board consistent with the terms of Sections 11.1(d),(e) of the Illinois Educational Labor Relations Act, 115 ILCS 5/11.1(d),(e).

#### **C. Use of Buildings**

The Association may use school buildings for normal operational meetings of the Association in accordance with regular Board policy for building usage. The Association shall promptly reimburse the Board for any expenses incurred therewith and for any damages that may arise therefrom. Nothing herein shall allow access to any building by any employee without having followed the regular Board policy for building usage or as a part of assigned duties.

#### **D. Non-Discrimination**

The Board shall not discriminate against any employee on the basis of race, religion, color, marital status, age, sex, gender, physical or mental disability, domicile, citizenship status, military status, sexual orientation or national origin except where such discrimination is a bona fide occupational qualification or is utilized in the pursuit of affirmative action. This provision is not applicable to absences from work or lateness due to the location of an employee's residence.

#### **E. Notification of Board Meetings**

The Board shall make the agenda, Board Briefs, and approved open session minutes of all Board meetings available to the Association on the District website.

#### **F. Use of Equipment**

The Association shall be permitted to use District, computers, software, copiers, and printers when there is an absence of any other need to use such equipment for regular District operation or educational programs. Such equipment shall be used only at times of normal public access to the building where the equipment is located. No employee shall enter any building for such use without the express knowledge

administrator in charge of that building nor shall the employee use such equipment during his/her paid hours of work, except for the use of computers provided by the District for employee use, and which are accessible by the employee's access code. The Association shall promptly reimburse the Board for any paper or supplies used or for any damage caused by such usage.

#### **G. District Inter-school Mail and Bulletin Boards**

The Association shall be permitted to use the District Inter-school mail, District e-mail and bulletin boards located in employee lounges and work areas, provided:

1. All Association materials shall be so identified.
2. The Association shall reimburse the Board for any expenses incurred therefrom.
3. Materials so used shall not be related to any political candidacy and shall not attack or impugn the character of any Board member, District employee, or Board agent.
4. The use of the bulletin board shall not inhibit the school program.
5. Established District and Building procedures shall be followed in designation of employees permitted access to mailboxes.
6. The Association agrees to reimburse the Board for postage that may be required by the United States Postal Service or a court of competent jurisdiction.

#### **H. Pertinent Information**

The Board shall furnish to the Association names, dates of hire, termination, resignation, retirement, and assignments of personnel within the bargaining unit. Such information shall be furnished to the Association within ten (10) workdays of Board action.

A workday shall be defined as a day, Monday thru Friday, that the Transportation Office is scheduled to be open. The terms day or days as used in this agreement shall be considered workdays unless specifically referred to as calendar days.

#### **I. Association Released Time**

The Board shall allow the Association President or his/her designee forty (40) days released time from duties during the school year for conducting business of the Association, including Labor Management Meetings. Unused days may accumulate during the term of the Agreement for use during the Agreement. Unused days shall not rollover after the expiration of the Agreement. Such released time shall be granted upon ten (10) workdays written notice from the President or with lesser notice at the Board's discretion if there is an emergency need to designate an alternate member to attend a meeting. The Board may deny an untimely request and any denial or approval of an untimely request is without precedent as to any other such request. Such released time must be taken in increments of no less than one-half (1/2) day. The Association shall reimburse the Board at a rate of sixty (60) percent of the President's or designee's salary or the current substitute rate, if a substitute is utilized.

## **J. Association/Board Meetings**

The Association and the Board recognize the importance of communications in maintaining good relationships. The Association President and the Chief Human Resources Officer agree to meet from time to time to discuss items of mutual interest. When appropriate, others from the Association and/or the Board may be included in such meetings.

## **K. Job Security**

The Board shall bargain with the Association over the impact upon employees of any decision by the Board to subcontract work currently performed by employees.

The Board reserves the right to subcontract routes to relieve current, or prevent additional, vehicle capacity issues at the transportation terminal. This will be accomplished through attrition and will not result in a reduction in force of employees hired on or before May 1, 2017.

The Board also reserves the right to subcontract work currently performed by employees based on a decision to change school start and stop times that impacts the current route structure. In the event that the Board exercises the right identified in the preceding sentence, the Board and the Association agree to meet for mid-term bargaining, if requested by either party, and subject to the following provisions:

1. Only those areas of the contract specifically impacted by the decision to change school start and stop times will be part of the mid-term bargaining.
2. If there are economic impacts as a result of the changes, those impacts will be part of the mid-term bargaining process.
3. If mid-term bargaining occurs and modifications are mutually agreed upon, they will be placed in writing and submitted for ratification by the Board and the Association.
4. It is agreed that no employee who is currently participating in IMRF shall have his or her hours reduced to a level making him or her ineligible for continued IMRF participation as a result of any decision to subcontract as contemplated by this section. Management will assign any work to ensure that the employee remains eligible for IMRF participation. Consideration will be given to assigning work within the bargaining unit. Consideration will be given to assigning work within the school day. Management's authority to assign work to employees for the purpose of meeting minimum IMRF eligibility shall supersede any route selection, pick procedure or other method of selecting work found in this agreement.
5. Any employee scheduled to work and actually working 5 hours per day or more, and who are enrolled in the District's health insurance plan as of May 1, 2017, will retain their eligibility for health insurance benefits if they maintain the minimum hours necessary to be eligible. If subcontracting results in a reduction in hours below the current threshold to qualify for health insurance benefits through the District, the District **shall** require alternate work assignments to drivers seeking to maintain eligibility for health insurance benefits. In the event that a driver bids on and is awarded a route which is less than five hours of actual driving time per day, the District will assign the driver to alternate work. Management's authority to assign work to employees for the purpose of meeting minimum eligibility for health insurance benefits shall supersede any route selection, pick procedure, or other method of selecting work found in this agreement. All employees shall be required to work the minimum number of hours required by the District's health insurance Summary Plan Description. Consideration will be given to assigning work within the bargaining unit. Consideration will be given to assigning work within the school day.



## ARTICLE IV: GRIEVANCE PROCEDURE

### A. Purpose

The purpose of this procedure is to clarify channels of communication under provisions of the contract and to resolve any differences with respect to the interpretation of such provisions. The Board and the Association agree to mutually exchange relevant, appropriate information necessary for the processing of grievances.

### B. Definitions

1. *Grievance* - Any claim by the Association or an employee that there has been a violation, misinterpretation, or misapplication of this Agreement.
2. *Days* - Those days on which the District Administrative Center is scheduled to be open.

### C. Procedures

**Step 1** — A good faith attempt shall be made to resolve any grievance in an informal discussion between the grievant and the appropriate supervisor. Although nothing herein shall prevent an employee from having Association representation throughout any step of the grievance procedure, the Association and the Board strongly encourage employees and their supervisors to resolve problems in an informal atmosphere without third party intervention using this open dialogue and good faith before disputes become formal grievances.

**Step 2** — If the grievance cannot be resolved informally, the grievant or the Association may file the grievance in writing with the Director of Transportation or another appropriate supervisor. The written grievance should state the nature of the grievance, the specific clause or clauses of the Agreement violated, and the remedy requested. Filing of the written grievance must be done within fifteen (15) days, or as otherwise mutually agreed between the Board and the Association, from the date of the occurrence of the event giving rise to the grievance or when the grievant could reasonably have had knowledge thereof. The Director or supervisor shall within ten (10) days of receipt of the grievance schedule a meeting to resolve the grievance. He/she shall issue the grievant and the Association President a written response within seven (7) days of that meeting.

**Step 3** — In the event a grievance has not been satisfactorily resolved at Step 2, the grievant or the Association shall file, within seven (7) days of the written answer to Step 2, or, if no answer is received within the time specified in Step 2, within seven (7) days of the date when the answer was due, a copy of the grievance with the Superintendent or his/her designee. Within ten (10) days after such written grievance is filed, a meeting shall be scheduled with the aggrieved, a representative of the Association, the supervisor, and the Superintendent or his/her designee. The Superintendent or his/her designee shall file an answer with the grievant, the supervisor, and the Association President within seven (7) days of that meeting.

**Step 4** - If the grievance is not resolved, the Association may refer the grievance to arbitration by giving written notice to the Superintendent or his/her designee within ten (10) days of the receipt of the Step 3

answer or, if no answer is received within the time specified in Step 3, within ten (10) days of the date when the answer was due, or extend the time lines upon mutual agreement of the parties. The arbitrator shall be selected from a panel(s) to be secured from the American Arbitration Association, which shall act as administrator of the proceedings. The parties may by mutual agreement submit more than one grievance to the same arbitrator. The arbitrator shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. The fees and the expenses of the arbitrator shall be divided equally between the Board and the Association, provided that each party shall be responsible for compensating its own representatives or witnesses. If one party requests a written transcript that party shall pay the entire cost for the transcript. If both parties request a transcript, the cost shall be divided equally between the Board and the Association.

#### **D. Witnesses**

If the processing of a grievance necessitates the use of employee witnesses at any step meeting or arbitration hearing, such employee witnesses shall be released from employment duties without loss of pay.

### **ARTICLE V: ASSIGNMENTS**

#### **A. Posting of Positions**

The Superintendent or his/her designee shall assign and transfer all personnel. The posting requirement described within this paragraph shall not apply to bus driver vacancies. Notification of vacancies covered by Agreement shall be posted in a conspicuous location in all buildings and a copy of the notice shall be sent to the Association President. Notice of the positions covered by this Agreement shall include the title, the location, the starting date, and the anticipated hours for the position. In the event it becomes necessary to delay the positing of a vacant or created position the Association President shall be notified and given reasons for the delay. Applications will be accepted from personnel who feel they are qualified. Posted positions will be held open for a minimum of five (5) workdays. If requested, an employee shall be granted a meeting with the appropriate supervisor to discuss the reasons for denial of a requested transfer, requested assignment or requested interview. Unsuccessful applicants shall be notified when a position is filled.

Bus routes which are available on or after the first day of school or routes where the guaranteed hours are increased by more than two (2) hours per day will be posted at the bus garage for a minimum of forty-eight (48) hours prior to permanently being filled. Nothing shall prohibit the District from temporarily filling a route or position during the pendency of the appropriate posting.

#### **B. Involuntary Transfer**

The parties agree that involuntary transfers or reassignments of employees shall not be used for discipline without just cause.

#### **C. Route Selection**

Normally, routes will be defined as 2.5 hours in the A.M., and 2.5 hours in the P.M., when students are present during the regular school year, consistent with the District's bell schedule and operational needs. Drivers will select routes no later than the end of the third week in August. If a driver is not present for route selection process the absent driver must designate in writing another district employee who consents to do so to make his/her selection. The driver need not give prior notification to the district as

to his/her choice of designee or his/her choice of route. The school district may waive the requirement for written notification of a driver's designee only in an emergency that could not have been planned or anticipated in advance of route selection day. In such instance, oral notification from the driver or the designee is all that is necessary. The oral authorization may be verified by management representatives. The order in which drivers select routes is based upon length of continuous service. The driver with the greatest length of continuous service chooses first and the process continues in this manner down the line until all drivers have made their selections. There shall be one (1) copy each of the Special Education routing book, all known extra work routing book, and regular education routing book made available for drivers. Electronic versions of routing books shall also include tabs that correspond to special education, all known extra work, and regular education, and shall be made available online for viewing two (2) business days in advance of the first selection date.

Routes shall be listed as five-hour, as mid-day, or as other categories. A driver may select any combination of available routes, except that the routes must be compatible as to time of day, no combination may total more than forty (40) hours per week, and 39 week/8 hour drivers shall work forty (40) hours per week. Mid-day routes, shuttles, or any other category are available only to drivers who are committed to AM and PM routes. Routes which become available after the initial selection period, which ends on the day before school starts, shall be posted and selected as above, except that they may be assigned to 39 week/8 hour drivers who have not yet been assigned forty (40) hours per week. Once a driver has selected a route or a mid-day route, the driver may not change that selection until (21) calendar days after the start of the school year. Following this twenty-one (21) day period, the driver may change each selection one time for the duration of the school year. If no route is available for selection, involuntary assignment as a substitute driver will not constitute a driver's one-time election. Drivers may elect to change shuttles one time per year.

At the time of selection, the administration may designate five (5) 5-hour routes and three (3) mid-day routes that are subject to change in the event it is necessary to change a driver's route due to reasons other than discipline. When such a change becomes necessary, the driver will be notified, and a meeting held between all affected drivers and the Director of Transportation. If the administration finds the need to make an immediate change, such may occur while an appeal is pending. Drivers may request an Association representative be present at the meeting. If an agreement on a change cannot be reached, an appeal may be made to the Chief Human Resource Officer, who will schedule a meeting with the affected drivers and the Director of Transportation. An Association representative may be present at a driver's request. The decision of the Chief Human Resource Officer will be final. Said changes are for non-disciplinary reasons only and may not lead to any future discipline or be used in any future disciplinary situations.

#### **D. Miscellaneous Postings**

A Miscellaneous Work Roster (MWR) will be established at the beginning of each school year to identify employees who are desirous of working in a capacity other than their primary job description. (For example, substitute midday drivers, early starts, office work, grass cutting, or other job duties that may be created during the contract). Bus drivers who participate in the MWR will be called and will be eligible for work subject to the following criteria:

- The MWR will be established based on current driver seniority,

- The calls will be made on a continuous rotation until the end of the school year,
- Availability

Bus drivers who meet the eligibility criteria and who have not yet been scheduled for forty (40) hours of pay that week shall be allowed to accept MWR provided the work will not earn drivers more than forty (40) hours of pay that week. This process shall continue in rotation until all MWR assignments are taken or all eligible drivers have been allowed to accept MWR assignments even if the drivers will work forty (40) hours or more that week.

## **ARTICLE VI: NEGOTIATION PROCEDURE**

### **A. Parties' Representatives**

The Board and the Association agree that their duly designated representatives shall negotiate in good faith regarding wages, hours, terms, and conditions of employment.

### **B. Starting Date**

Negotiations shall commence by January 15<sup>th</sup> of the final year of this Agreement, unless the parties shall otherwise mutually agree.

### **C. Exchange of Information**

The Board and the Association will each supply non-confidential information, which is relevant and necessary for negotiations. Each party agrees to pay the cost of duplicating any such information when extra copies are not available. Neither party shall be required to collect or collate any data or information nor to furnish any requested information more than once.

### **D. Agreement**

When the parties have reached a tentative agreement, the matters agreed upon will be reduced to writing and presented to the membership of the Association and the Board. When ratified by those separate memberships, the matters agreed upon will be incorporated into a revised edition of the Agreement. The Board and the Association shall share equally the cost of the first 450 copies of the Agreement. An electronic copy shall be provided to the President of the Association and to the Board. All members of the Association shall receive a printed copy of the contract upon hire.

### **E. Mediation**

If agreement on contract terms is not reached, mediation may occur in accordance with any applicable provisions of the Illinois Educational Labor Relations Act.

## **ARTICLE VII: COMPENSATION AND BENEFITS**

### **A. Compensation**

The Compensation schedule for the term of this Agreement is attached as Appendix A. Any new employee may have their compensation directly deposited into the account and institution of their choosing. Information regarding direct deposit procedures will be provided to any employee as needed.

#### **B. Reimbursement for Mileage**

Employees required by the District to use their own automobiles to conduct their duties shall be reimbursed for that usage at the current rate authorized by the Internal Revenue Service.

#### **C. Commercial Driver's License and Permits**

The Board will pay the following costs for bus drivers:

1. New driver's license upgrade fee (CDL) — full amount
2. Illinois School Bus Drivers Permit fee — full amount
3. Driver's license renewal (COL) — full amount
4. 8-hour class — Board pays \$20.00
5. 2-hour refresher course required by current state laws - scheduled hourly rate of pay and all fees.
6. Federal or state required alcohol and controlled substance tests — full amount for initial tests. (The Board shall provide information to the employee regarding lawful substances which result in a positive test if such information is available to the Board.)

None of the above employee activities nor any other such permits, tests or classes shall be subject to this Agreement's provisions on Reimbursement for Mileage or Call-In Time.

#### **D. Physical Examinations for Bus Drivers**

The District shall reimburse a maximum of \$85 for required physical examinations, including NIDA-approved drug and alcohol tests, for a bus driver. The bus driver must provide evidence that the provider is NIDA-approved prior to receiving the necessary forms from the District. The District shall reimburse for one controlled substance retest of a split sample if that retest indicates that the initial test result was a false positive result.

#### **E. Additional Driving Hours for Transportation Employees**

In all instances where a driver is guaranteed pay for additional hours, management reserves the right to assign the driver to perform work during that time.

If a driver has less than 75 minutes between scheduled routes/trips, the driver shall be paid for the time period between routes/trips. The driver must remain available for duties in between trips scheduled less than 75 minutes apart.

A list of all Transportation Department employees who work regular schedules and who have completed the forty-five (45) day probationary period for additional hours shall be created. This list shall be in sequence from longest continuous employment in the Transportation Department to shortest continuous employment in the Transportation Department and will be used in the process of selecting additional driving hours for the duration of this contract.

**Selection of Additional Driving Hours:** Additional Driving Hours are defined as any work that is posted on the selection board. If a holiday or scheduled day off occurs for the majority of the drivers during the selection process, the selection process shall be suspended for that day.

- On the **first** day of the week, starting with the most senior person on the list and continuing in sequence through the list, each employee may select one posting for the following week, so long as the total scheduled hours for the following week do not exceed forty (40) hours.
- On the **second** day of the week, starting with the most senior person on the list and continuing in sequence through the list, each employee may select one posting for the following week, so long as the total scheduled hours for the following week do not exceed forty (40) hours.
- On the **third** day of the week, starting with the most senior person on the list and continuing in sequence through the list, each employee may select one posting so long as the total scheduled hours for the week do not to exceed forty (40) hours.
- On the **fourth** day of the week, starting with the most senior person on the list and continuing in sequence through the list, each employee may select one posting for the following week so long as the total scheduled hours for the following week do not exceed forty (40) hours. After the entire list has had an opportunity to make a selection, the process will be completed again with each driver having an opportunity to make one selection as long as the total scheduled hours do not exceed fifty (50) hours.
- On the **fifth** or final day of the week, starting with the most senior person on the list who has not yet chosen any overtime hours and continuing in sequence through the list, each employee may select one posting for the following week that can exceed forty (40) hours. After all those employees have had an opportunity to select, the process will begin again. Beginning with the most senior person and continuing in sequence through the list, each employee may select one posting for the following week that can exceed forty (40) hours.

All employees who have gone into overtime hours at the close of the day on the fourth day shall notify the transportation coordinator on Thursday evening and shall not be eligible to pick until the first morning selection on the fifth or final day has been completed.

For work weeks consisting of only two working days, the fourth and fifth day pick procedure will be followed. For work weeks of three days, the third, fourth, and fifth day pick procedure will be followed. For work weeks of four days, the second, third, fourth and fifth day procedure will be followed.

**Revisions:** Procedures for trip selection may be changed by mutual agreement of both parties.

**Late Additions:** Trips that come in for the following week will be added to the Trip Board at 4:30 p.m. on the day they come in. If they are posted after the day's selection has begun, they cannot be picked by any driver until the following day's selection. The selection process will follow the above guidelines.

Trips added for the current week will be offered by starting at the top of the seniority list beginning with the first week of the school year. This Call-Out rotation will continue on a continuous rotation basis during the school year.

**Assigned Hours:** Additional driving hours commencing between 2:00 and 3:14 p.m. will be classed as "Charter Trips", and between 3:15 and 3:45 p.m. will be classed as "Early Assigned Trips" at the discretion of management by either posting on the selection board or assigning to a driver. Management retains the right to alter the hours of those assigned to Charter Trips and Early Assigned Trips based upon changes to the District's bell schedule and operational needs.

- A. There will be two categories of Assigned Trips Drivers to cover trips that regular route drivers cannot do: Early Trip Drivers with regular school routes, and Charter Drivers with no regular school route.
- B. Trips assigned, as listed on the field trip list, will count toward the driver's weekly hours.

**Emergency assignment of trips, and shuttles and other extra work:** When a piece of work must be filled with two (2) or fewer hours of the scheduled start time, it shall be considered an emergency assignment. When feasible, Management may make a radio announcement beforehand to alert drivers than an Emergency All-Call will be done. Anyone that is available can be asked to take this work regardless of their overtime status. However, it will count toward a driver's forty (40) hours in the regular rotations that may apply for that week.

**Other Parameters:**

- Picked and/or assigned hours of equal length may be traded with another driver when a prior arrangement is made with the dispatcher. Drivers may not trade hours without prior authorization.
- Drivers who need to use a bus other than their own may not select additional hours with a pick-up time before 8:30AM or before 4:00PM. A driver may trade buses with another driver in the field with permission of the Director or his/her designee and if one is available. No driver may pick a trip that would interfere with the normal completion of his or her regular route(s) or shuttle(s). Drivers who sign for trips for which they are ineligible will lose them. As an example of the preceding if a driver is dropping off at their elementary school at 8 a.m., they are not eligible for a trip at another school with a pick-up time of 8 a.m. without prior approval from the Director or his/her designee.
- If a driver selects additional hours that fall within eligible hours, and the hours subsequently change taking the driver into overtime, the driver shall retain that picked trip and whatever hours due.
- If a driver selects additional hours and then receives a shuttle or other extra assignment as regular work, the driver will be permitted to keep the additional hours provided they do not interfere with the new work.
- If the participation in a random drug/alcohol test procedure results in the forfeiture of scheduled hours,

the driver will receive pay for the scheduled hours lost.

- If in-house participation in a random drug/alcohol test procedure goes beyond the driver's regular shift hours, they will be paid in quarter-hour increments beyond their shift's end for actual time spent at the drug/alcohol test.
- If a driver is required for any reason to go to an off-site facility for a random drug/alcohol test procedure, they will be paid in quarter-hour increments beyond their shift's end for actual time spent at the drug/alcohol test.
- A driver shall not ask another driver to take picked or assigned hours in their place.
- In the event of a cancellation, the dispatcher or supervisor must be contacted.
- If a posted trip calls for more than one bus or multiple buses and one or more of those buses is subsequently cancelled, regardless of seniority, the last person(s) who signed for or was assigned the trip shall be canceled. (e.g. whoever signed on the selection line for bus 4 of 4, or for bus 3 of 3, etc.)
- If additional hours which a driver is scheduled to take are canceled within twenty-four (24) hours of the scheduled departure time for reasons other than weather, and the driver is not offered another trip, the driver shall be paid for two (2) hours.
- When feasible, before a Rotation Call-Out or an Emergency All-Call, any unfulfilled trips should be first offered to any driver whose trips had been canceled on the same day.
- If additional hours which a driver is scheduled to take are cancelled when the bus is at the pick-up site, and the driver is not offered another trip, the driver shall be paid for three (3) hours. Management may reassign the driver to other work during those hours.
- On a trip that is a return only, the driver will report to the pickup location immediately after completion of the regular route. The driver will be paid for the actual hours of the trip or minimum of two (2) hours.
- On one way trips within the District that go beyond the driver's regular hours, the driver will be paid for extra time worked. Drivers will be paid in quarter-hour increments, rounded up to the next quarter hour.
- On one way trips outside of the District, the driver will be paid in quarter-hour increments, rounded up to the next quarter hour.
- Where a driver has more than one route/trip scheduled in a single day, the driver will not be compensated for any overlap of the scheduled route/trip times.
- Drivers who choose to select a Saturday trip are limited in selecting one trip per Saturday.



## **F. Transportation Overtime**

Time and one-half will be paid for hours worked over 40 during the regular work week and double time will be paid for Sundays and holidays as defined in this Agreement. On overnight trips, sleep pay will be paid at half-pay for the hours between 10 p.m. and 6 a.m. unless the driver is driving during that time. Overtime shall be offered to bargaining unit members before offering it to non-bargaining unit members. The administration of the overtime schedule shall be the responsibility of the administration.

## **G. Vacations for 52 Week Employees**

1. In determining the vacation schedule for employees in a particular building, the employee having the greatest seniority as defined in Section X.A. shall have the first choice of vacation during the open request period. Open request for vacation shall occur each year between April 1 and April 30. During each period an employee may apply for vacation by notifying his/her immediate supervisor of his/her requested vacation for the following July 1 through August 31 (14 months).

The immediate supervisor shall notify the employee of the disposition of his/her request no later than June 1.

Employees may apply for vacation at any time during the year; however, approval or denial of such vacation shall rest with the administration and shall not be precedential. The immediate supervisor shall notify the employee of the disposition of his/her request no later than ten (10) working days after receipt of the request.

2. Requests for vacation shall be submitted to the designated supervisor at least twenty (20) working days prior to the requested vacation period, provided that unusual situations may allow the administration to grant vacation time without the specified notice.

Such requests shall be granted on a first-come, first-served basis. However, approval or denial of any request for deviation from these rules shall not be precedential in regard to any other such request. Vacation days shall be earned between July 1 and June 30 of a particular year in accordance with the schedule below. Those earned days are to be taken in the following July 1 to June 30 year except that the administration may request an alteration because of the schedule of work to be completed and provided that an employee may use a particular year's vacation in July and August of the subsequent year.

In the event two or more employees request the same vacation period on the same day, the employee with the greatest seniority shall receive first consideration.

3. Any employee whose services are terminated prior to the completion of six (6) months of service is not entitled to any vacation pay upon termination. Vacation earned for serving less than a full year of service in all assignments shall be prorated.
4. Employees may elect to use up to two of their vacation days per year for personal vacation leave, such leave to be granted if the employee gives written notice at least forty-eight (48) hours before the leave and provided that the Board, or designee, is not required to grant such leave for a day immediately prior to or following a school holiday, vacation, or end of school semester or term or to

more than one employee from a single shift in a building. Such leave does not replace emergency days as specified in Article IX of this agreement.

#### **H. Vacation Allotment for 52 Week Employees**

A holiday falling within the vacation period, whether selected or assigned, is not counted as part of the vacation, and that day will not be counted against the total vacation days allotted the employee. The following number of days of vacation shall be allotted after completion of the indicated years of service:

<u>Years Completed</u>	<u>Number of Days</u>
1	10, earned at a rate of .833 days per month
2	10, earned at a rate of .833 days per month
3	11, earned at a rate of .9166 days per month
4	12, earned at a rate of 1.0 days per month
5	13, earned at a rate of 1.083 days per month
6	14, earned at a rate of 1.166 days per month
7	15, earned at a rate of 1.25 days per month
8	16, earned at a rate of 1.33 days per month
9	17, earned at a rate of 1.4166 days per month
10	18, earned at a rate of 1.5 days per month
11	19, earned at a rate of 1.5833 days per month
12	20, earned at a rate of 1.66 days per month

An employee who transfers from a less than fifty-two (52) week position to a fifty-two (52) week position shall receive pro rata credit on the graduated vacation schedule for the prior years of experience in the District in a less than fifty-two (52) week position. The formula shall be as follows:

$(\text{Weeks worked per year} \times \text{years of service}) + 52 \text{ weeks} = \text{Equivalent whole (truncated) years of service credit on vacation schedule.}$

#### **I. Retirement Benefits**

All drivers in positions normally requiring performance of duty for 600 hours or more per year are Illinois Municipal Retirement Fund ("IMRF") participating members, and thus eligible to receive a pension upon retirement. Retirement as used in this Section I means retirement from the District and retirement in the IMRF system (drawing an IMRF pension).

##### **1. Retirement Stipend**

The Board recognizes the important role of long-term services to the District. Upon his/her retirement, the Board of Education shall award a retirement stipend to the employee with fifteen (15) or more years of continuous regularly scheduled service at five (5) hours or more per day in the district. The stipend shall be in the amount of \$400 payable within 60 days of the last check of the year the employee retires. Any employee who retires with more than fifteen (15) years of service will receive an added \$40 for each additional year of service until a total maximum of \$600 has been reached. The retirement benefit shall be made as a post-retirement payment and is not intended to impact the wage

at which the retiree retires.

## **2. Retirement Medical Insurance**

Employees hired before July 1, 2022, who retire and who have participated in the District hospital-medical-surgical insurance program for the previous eight (8) years shall be granted a post retirement benefit of up to a maximum \$48,000 to be used for medical coverage for up to ten years. At retirement, the eligible employee shall choose individual or dependent coverage. The retired employee is not required to remain on the District medical coverage. If the eligible retired employee chooses to remain on the District medical coverage, the cost of the coverage shall be continually deducted from the total \$48,000 until the amount is exhausted or ten years pass. If the eligible retired employee chooses to seek coverage other than the District medical coverage, the District will reimburse the employee for the cost of the medical coverage on a quarterly basis up to the maximum \$48,000 or up to ten years. Once eligible for Medicare, the retired employee will no longer be enrolled in the District medical program. Should there be a remaining balance for the post retirement benefit, the employee will be reimbursed for private supplemental Medicare coverage cost up to the limits (both term and dollar amount) of the post retirement benefit.

In order to receive the benefit, an eligible employee must retire and file an irrevocable notice of retirement with the District, in writing, as described below:

An eligible employee must provide the irrevocable notice of retirement six months prior to his or her retirement date in order to receive the \$48,000 benefit. An employee who provides less than six months irrevocable notice of retirement shall not be eligible for the \$48,000 benefit, with the following exceptions:

Effective July 1, 2022, an employee who is no longer eligible to drive based on a loss of his or her CDL or School Bus Permit due to medically diagnosed physical or mental reasons shall retain eligibility for the \$48,000 benefit, provided he or she meet the other criteria for retirement, regardless of whether or not he or she has submitted their irrevocable notice of retirement.

The irrevocable notice may be revoked subject to the following:

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

## **3. Post-Retirement Life Insurance**

Upon retirement, employees may elect to retain life insurance coverage in the amount of \$50,000 for five (5) years at the employee's cost if permitted by the carrier.

## **J. Personal Property Damage**

The District will pay for glasses, personal assistive devices needed to perform essential life activities, and other electronic devices customarily carried and used in the workplace such as cell phones, broken or damaged while an employee is on the job so long as the damage or loss is not attributable to the

employee's negligence. (Damage shall be interpreted as to include dropping of glasses, personal devices, or personal items into any place where the location is known but from which the glasses or item(s) cannot be retrieved). Notification of damage or breakage must be made to the District Business Office by the employee's supervisor, prior to the employee securing the necessary repairs. The District reserves the right to select the institution that makes the repairs. The District will reimburse up to \$500 per occurrence for repair of a covered item or towards an individual's insurance deductible.

**K. Insurance for Employees Who Are Regularly Scheduled for Five Hours of Work Or More Per Day**

**1. Life Insurance**

The Board pays the entire premium cost for employees who are regularly scheduled for five hours of work or more per day for a \$50,000 term life insurance policy.

**2. Hospitalization — Medical-Surgical and Dental**

The costs of the hospital-medical-surgical and dental insurance program are shared through Board and employee contributions. The percent of premium costs underwritten by the Board for individual and family coverage is 85%; the employee contribution is 15%.

**3. Health Insurance Review Committee**

In the interest of retaining the high quality of the health insurance program, while at the same time making it the most cost-effective, the Association and the Board will establish a joint review committee comprised of representatives from all employee groups currently participating in the Plan. The Association will appoint bargaining unit members to the committee.

**L. Long Term Disability for Employees Who Are Regularly Scheduled for Five Hours of Work or More Per Day**

Commencing with the first day of the month following Board ratification of this Agreement, upon exhaustion of accumulated sick leave or sixty (60) calendar days from becoming disabled, whichever is greater, the Board will provide each active full-time employee, as defined by the insurance carrier, with long-term disability insurance, fully integrated with IMRF System disability and/or its equivalent, to a maximum of 70% of the employee's last annual salary at the time of disability coverage, provided that, if the employee shall not have long-term disability coverage, the limit shall be 60%. This benefit will be provided as long as such disability continues or until age 65, whichever is earlier. All eligible employees shall receive long-term disability insurance benefits regardless of pre-existing conditions. The Board reserves the right to select the insurance carrier.

**M. Holiday Pay for Employees Who Are Regularly Scheduled for Five Hours of Work or More Per Day**

The drivers who are regularly scheduled for 5 hours or more per day shall receive eleven (11) paid holidays each year. Those days will be designated in the Naperville C.U.S.D. 203 school calendar. The 12 month mechanics shall receive 12 paid holidays each year. Those days will be designated in the school calendar. The office of the Chief Human Resource Officer shall publish via electronic memo each year the paid holidays by April 1st for the following school year. Additionally, each driver shall receive the

memo in a printed copy in their mailbox by the next business day following April 1<sup>st</sup>.

Only drivers who drive summer routes are eligible to receive pay for the 4<sup>th</sup> of July Holiday if they work the business day immediately before, and immediately after the 4<sup>th</sup> of July.

#### **N. Call-In Time**

Any employee called to return to work outside of and not immediately before or after his/her regularly scheduled shift shall be paid a minimum of two hours at the appropriate rate. Such employees may be required by the administration to perform work during that entire two hours.

#### **O. Early Dismissal Bus Runs**

Partial Early dismissal runs shall be paid a two-hour minimum if they are not contiguous. Contiguous for this purpose is defined as less than 75 minutes down time between runs. Early dismissal runs will be paid at two and one half (2 1/2) hours, or if longer, actual time worked.

#### **P. Pay Schedule**

Beginning with the 2021-2022 school year, employees will be paid scheduled or actual hours, whichever is greater, two weeks in arrears per District approved calendar. Employees may be paid through direct deposit to the account and institution of the employee's choosing.

### **ARTICLE VIII: WORKING CONDITIONS**

#### **A. Work Week for 52 Week Employees**

Beginning July 1, 2022, the employee work-week for 52 week employees is forty (40) hours. The actual work shift is assigned by the administration. A Saturday assignment is part of the work week assignment, if so designated.

Employees who regularly work forty (40) or more hours per week shall be provided with two (2) fifteen minute breaks per day, one normally occurring during the first half of the shift and one occurring during the second half of the shift. Such employees shall also be provided with a duty-free meal break of at least thirty (30) minutes. Exceptions to these provisions may occur because of unusual circumstances or because of non-standard work schedules.

#### **B. Description of Job Responsibilities**

The Board and the administration recognize the need to maintain clearly defined job responsibilities for all classifications. The descriptions, which shall be reviewed, revised, and provided to employees by the Board as necessary during the term of this agreement, will include all positions in the bargaining unit.

#### **C. Uniforms for 52 Week Employees**

The District will provide uniforms to all mechanics with the requirement that these uniforms will be worn during work assignments. As part of the uniform clause, the Board shall include the Association in the

selection of the uniforms.

#### **D. Professional Growth**

The District shall encourage professional growth and attempt to provide opportunities for approved employees to attend professionally related meetings or conferences.

All mechanics will be required to attend a minimum of ten (10) hours per year of continued education classes during regularly scheduled work hours at the District's expense and discretion. An employee's regularly scheduled work hours may be adjusted to accommodate this education requirement.

Employee requests for approval to attend professionally related meetings, conferences or training sessions other than district-sponsored activities shall be directed to the Director of Transportation. A decision to approve or deny any such requests shall not be precedential regarding any other such request.

Transportation Department employees may be required up to nine (9) times a year, to attend in-service activities during non-driving times. These in-services are to be no more than two (2) hours in length, and must conclude no later than 2:00 p.m. The Director of Transportation, or designee, will ensure employees have enough paid non-driving time, over the prior two (2) weeks inclusive of in-service date, to compensate employees for such in-service. Otherwise, payment for in-service will be at the employee's regular pay rate. Transportation employees will be involved in selecting the day and time of in-service, and the topics discussed.

#### **E. Probationary Period**

Each employee in the bargaining unit will serve a probationary period of four (4) calendar months during the school year with the exception of mechanics whose probationary period can be served any time during the Naperville C.U.S.D. 203 school calendar year. During the employee's probationary period he/she may be disciplined or dismissed at the Board's will. Thereafter, discipline or dismissal shall be for just cause as appropriate. An employee who voluntarily terminates employment with the bargaining unit for a period of one work year or longer, except if such termination is for an approved leave of absence, will serve a new probationary period upon reemployment in the bargaining unit.

#### **F. Progressive Discipline**

After expiration of the probationary period, the Board shall attempt to use progressive discipline, affording the employee the opportunity to remediate misconduct if appropriate. Progressive discipline steps may include, but are not limited to, oral warning, written warning, suspension without pay, and termination of employment. The Board retains the right to forego some or all of the progressive steps when reasonable due to the nature of an offense or repeated instances of an offense. This provision does not relinquish the Board's authority to discipline employees, its prerogative to determine appropriate disciplinary measures and procedures, nor its statutory obligation to manage and govern the School District. When any employee is required to appear before any supervisor or administrator for any reason related to discipline, the employee may, at his/her option, elect to have a representative present. No disciplinary actions shall be given to a driver over the two-way radio.

Upon the decision to suspend, a Notice of Suspension will be sent to the Employee. A copy of the Notice of Suspension will be placed in the Employee's official personnel file.

#### **G. Evaluation**

Each employee who has completed his/her probationary period shall be evaluated at least once every two (2) years, with the employee's immediate supervisor to be included as an evaluator. The employee and his/her evaluator(s) shall meet to discuss the evaluation. The evaluator(s) and evaluatee shall each sign the evaluation, with the latter signature indicating he/she has read the evaluation. The evaluation shall be filed in the employee's personnel file and the employee shall be given a copy of the evaluation. The employee shall have the right to attach a written response to the evaluation or to submit such response for attachment within ten (10) workdays of receipt of the written evaluation.

#### **H. Safe Working Conditions**

Employees shall not be required to work under conditions which endanger their lives or physical health. When a driver has been injured by a student when performing their duties, the driver will complete a behavior report to be shared with the building Assistant Principal or Dean. The District shall take appropriate actions to address any safety concerns.

#### **I. Use of Technology**

The Board reserves the right to implement technological improvements that enhance safety or operational efficiency. (Examples include but are not limited to: GPS Systems, Electronic DOT inspections, Field Trip Tracking Systems, I-Pass)

#### **J. Wireless Internet Access**

The District shall provide wireless internet and District sponsored email access in the transportation buildings for use by employees.

#### **K. Use of Recordings**

Audio and/or video obtained from security surveillance recordings of common areas in the school building will not be used for evaluative purposes. When any audio or video recording received or obtained by the District contains information that may be used in a disciplinary proceeding, the District will provide notice to the Union and the employee of the information and a reasonable opportunity to review and respond to the information before a discipline decision is rendered. In instances where the District must release a recording to a third party (other than law enforcement), the District will provide notice to the Union and the employee before releasing.

## **ARTICLE IX: LEAVES**

### **A. Sick Leave**

Sick leave will be fifteen (15) days per year accumulating to a maximum of 340 if not used. For the 2021-2022 school year only, sick leave will be twenty (20) days. Sick days will be prorated, to the nearest half day, based on the days in the work year for an employee whose employment begins after the first workday in that school year.

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household. Immediate family shall include parents, any legally recognized spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. In addition, sick leave may be granted an employee for a person not covered herein, provided that the granting of said leave shall be entirely within the Board's discretion and shall not be precedential as to any other request.

If an employee's absence on a particular day is for a period of time equal to no more than one half (1/2) of the scheduled hours of work, excluding any meal break, for that day, he/she shall be charged for one-half (1/2) day of leave. Any absence which exceeds one-half (1/2) of that day's scheduled hours of work shall be charged as a full-day of leave.

Sick leave will be paid based on a driver's regularly scheduled workday.

Employees may convert up to two (2) sick days to up to two (2) personal days at the beginning of the school year. In no event will an employee have more than four (4) personal days in a single school year. Employees must notify the Director of Transportation in writing by September 30<sup>th</sup> of the school year in which they wish to utilize this benefit. For the 2021-2022 school year only, employees must notify the Director of Transportation in writing within 30 days of contract ratification by the Board of Education if they wish to utilize this benefit.

### **B. Doctor's Verification of Illness**

1. Any employee who is absent for more than three consecutive days due to illness may be required to submit to the administration a statement from his/her doctor certifying he/she is able to return to work.
2. Any employee whose pattern of absence gives good cause for concern may be required to submit to the administration a statement from his/her doctor verifying the reason for absence.
3. Upon request of the employee, the request to submit a statement from his/her doctor may be appealed to the Chief Human Resources Officer and Association President for review. Such review shall not change the employee's obligation to submit a doctor's statement unless such is directed by the Chief Human Resources Officer.

### **C. Bereavement Leave**

Each employee shall be eligible for up to three (3) days of bereavement leave in the event of the death of a person in the employee's immediate family, with the definition of immediate family to be as specified in the Illinois School Code. The Superintendent or his/her designee, with sole discretion and without



establishing a precedent as to any other such request, may grant up to two (2) days additional days of bereavement leave for such death.

The Superintendent or his/her designee with sole discretion and without establishing a precedent as to any other such request, may grant an employee the bereavement provided in the paragraph above for the death of a person not in the employee's immediate family.

#### **D. Personal Leave**

Each bargaining unit employee shall be granted two (2) days of personal leave each contract year, non-cumulative to any other contract year, for non-recreational personal business which cannot be conducted at any other time. Under no circumstances shall the employee use the personal leave day in order to work at a job or position for which the employee is in any way compensated. A written request for such absence must be submitted to the Director of Transportation at least two (2) workdays prior to the leave except in the event of an emergency, in which case an oral request may be made. Request for use of personal leave immediately prior to or following a school holiday, vacation, or the end of a school semester or term must be submitted in writing to the Superintendent, or designee, and be accompanied by an explanation of the request. Approval or denial shall not be precedential regarding any other request. Unused personal leave shall accumulate as sick leave without regard to the maximum set forth in Section A of this Article.

#### **E. Religious Leave for Employees Entitled to Personal Leave**

One (1) additional personal day shall be granted to those employees taking part in religious observances on recognized religious holidays of their faith not otherwise scheduled as school holidays, if the employee has used all of his/her personal leave days as specified in Section E. of this Article.

#### **F. Leaves of Absence**

All requests for unpaid leaves of absence must be made in writing to the Superintendent or his/her designee and may be accompanied by a recommendation from the employee's supervising administrator. A leave of absence without pay may be granted for up to one (1) year for employees with more than one (1) year of regularly scheduled service at five (5) hours or more per day. An employee granted an unpaid leave shall have the option to continue to participate in the District's group hospital-medical-surgical and dental insurance program if he/she pays the full premium for the insurance. Employees on unpaid leave will not be covered by the District's group life insurance policy.

An employee granted a leave of absence of more than ninety (90) days shall notify the Human Resources Office, in writing, of his/her intent to return to active employment at least sixty (60) calendar days before the last day of the leave. A leave of absence of more than three (3) days but less than ninety (90) days shall require notice equal to one half (1/2) the number of days of leave. The specific notification date must be given by the Human Resources Office, in writing, to the employee upon approval of such leave.

An employee granted a leave under the provisions herein shall, upon his/her return, be entitled to a comparable position within the District. The District shall also reinstate his/her group life insurance and group hospital-medical-surgical policies upon the employee's return. The latter shall be reinstated at the employee's participation level prior to granting of the leave.

The District shall not, under ordinary circumstances, grant leaves of absence of one (1), two (2), or three (3) consecutive days. Exceptions to this provision, however, can be made at the sole discretion of the District by the Superintendent or his/her designee on a case-by-case basis. Granting or denying a request for such leave for any reason, or no reason at all, shall not be grievable under the provisions of this agreement and not considered precedential regarding subsequent requests. Should a leave of three (3) or fewer days be granted, the District shall continue to provide the employee with the District's group health medical-surgical-dental insurance and group life insurance coverage at no additional cost to the employee.

#### **G. Family And Medical Leave Act**

These provisions for leaves of absence shall be interpreted in conformance with the Family and Medical Leave Act (FMLA).

#### **H. Unpaid Leaves of Absence**

Employees covered by the collective bargaining agreement between the Naperville Community Unit School District 203 and the Naperville Transportation Association must not be absent from their regularly scheduled work assignment beyond the leaves allowed under the Collective Bargaining Agreement between NTA and NCUSD 203 or by state or federal statute. The types of leaves recognized in this agreement are personal, vacation, sick, emergency, bereavement, religious, FMLA, long-term disability and approved unpaid leaves of absence. Any unpaid absences from a regularly scheduled work assignment, other than those stipulated in the agreement, occurring during the same fiscal year of July 1st through June 30<sup>th</sup> shall result in progressive discipline as follows:

- First unpaid absence will result in a verbal warning which will be presented in writing to the employee.
- Second unpaid absence, either consecutive or non-consecutive with the first unpaid day, will result in a written reprimand.
- Third unpaid absence, either consecutive or non-consecutive with the first unpaid day, will result in a one-day suspension without pay.
- Fourth unpaid absence, not consecutive with the first three days, will result in a three-day suspension without pay.
- Fifth unpaid absence, not consecutive with the first four days, will result in termination of employment with the NCUSD 203.
- Sixth unpaid absence, consecutive with the first five days, will result in termination of employment for abandonment of position.

Copies of written documentation of each step of progressive discipline implemented under this work rule shall be provided to the President of NTA, the IEA UniServ Director for members of the NTA, the Director of Transportation, and to the employee's personnel file.

## **ARTICLE X: SENIORITY**

### **A. Definition of Seniority**

Seniority shall be defined as the length of continuous service within the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day after the completion of his/her training period. In the event that more than one individual bargaining unit member has the same starting date of work, positions on the seniority list shall be determined by date of hire. In the event that two or more bargaining unit members have the same date of hire, positions on the seniority list shall be determined by drawing lots. Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. Seniority shall not include unpaid leaves of absence, unpaid suspensions, and other such unpaid periods of thirty (30) consecutive work days or longer during which an employee does not work, but such periods shall not constitute breaks in service for purposes of determining rates of pay or benefits.

However, the accrual of seniority shall not be suspended during the unpaid leave, if the leave is due to a medical condition which renders the member unable to perform his/her assigned duties. At the beginning of the unpaid leave, the member shall provide the Human Resources Office with a written evaluation by a licensed physician concerning the member's medical condition preventing the member from performing the assigned duties and an expected date of return to work. After thirty (30) calendar days, the Board reserves the right to have a licensed physician of their choosing conduct an evaluation regarding the same.

This definition of seniority shall not be interpreted to create seniority and other benefits based upon a period of prior employment when an employee is reemployed in the district after a break in service. An employee who is terminated under adverse conditions and then is re-employed is reinstated as a new employee as it relates to salary placement, seniority, probation, insurance, sick days, and training pay.

### **B. Classifications Within the Bargaining Unit**

1. Regularly scheduled Bus Drivers
2. Mechanics/ Technician

### **C. Maintaining and Posting of Seniority Lists**

The initial seniority list shall be prepared by the administration and communicated to the President of the Association within thirty (30) calendar days after the effective date of this Agreement. Employees shall have ten (10) workdays after posting to challenge such lists. No challenges for the current year shall be considered after the ten (10) day period. The final list shall be sent to the President of the Association in a timely fashion. The Association will receive the seniority list thereafter in accordance with the Illinois Educational Labor Relations Act.

## **ARTICLE XI: REDUCTION IN FORCE/LAYOFF/RECALL**

- A. Should it become necessary in the determination of the Board to effect reductions in staff, whether by reducing the hours of employees or by the institution of layoffs, the Board shall be bound by the following

procedure:

Within work classifications as specified in Article X.B., there shall be posted an updated seniority list and employees shall have a reasonable period of time to challenge such list. In effecting reductions, the Board shall first reduce probationary staff by classification. Then, if further reductions are necessary, the Board shall reduce non-probationary employees by classification in reverse seniority order.

- B. Any employee affected by reduction in force or layoff shall have recall rights as noted below. These rights of recall shall:
1. Not apply to probationary employees;
  2. Exist for a period of time equal to twelve (12) consecutive months (365 calendar days) from the date the Board took formal action to reduce staff;
  3. Apply in reverse order of layoff (with recall being offered first to the most senior staff reduced) by classification; and
  4. Be offered by the Board by sending an offer of recall, certified mail return receipt requested, to the employee's last known address as listed with the Human Resource Office. Mailing of such notice shall be an effective offer of recall and, if not accepted within twenty (20) calendar days of mailing, such right shall be relinquished.
- C. In no case shall a new employee be employed by the Board while there are bargaining unit members with recall rights who are qualified for a vacant or newly-created position within the classifications listed in Article X.
- D. During the recall period, a laid off bargaining unit member shall, upon application and at his/her option, be added to the substitute list.

## **ARTICLE XII: SUMMER SCHOOL WORK FOR DRIVERS**

- A. Drivers will indicate their interest in working during summer school by signing the posted summer work sign up sheet at least three weeks prior to the end of the regular school term.
- B. All summer positions will be posted in the driver's room and/or online for driver viewing with as much information as possible as soon as practical prior to the route selection process. Drivers will select positions prior to the beginning of summer work. The order in which drivers select positions is based upon length of continuous service. The driver with the greatest length of continuous service chooses first and the process continues in this manner until all drivers have made their selections.
- C. When a driver is absent due to illness as defined in Article IX, Section A, he/she may use a sick day from his/her regular sick leave allotment, with no more than three (3) sick leave days to be used by any driver during any single summer. If a driver so chooses, he/she may take an unpaid day instead of a sick day. Once a driver uses a total of four (4) or more combined sick leave days or unpaid days, he or she shall be removed from summer school work. If additional drivers are needed, they will be called on from the summer rotation list, starting with the next available driver.

- D. There will be a two hour minimum for each non-contiguous run (with non-contiguous defined here as at least 75 minutes down time between the end of one run and the start of the next run).

### **ARTICLE XIII: CONTROLLED SUBSTANCE AND ALCOHOL TESTING**

The Board and the Association agree to abide by federal and state statutes and regulations related to testing of employees for use of controlled substances and alcohol, including those contained in the Omnibus Transportation Employee Testing Act of 1991, 49 USC 271.7 et seq., and any amendments thereto. No employee shall be required to submit to requirements applicable under this provision, including testing, information, and training sessions, without receiving compensation for such time as for other work. This provision does not preclude employees from submitting to such requirements during their regularly compensated hours.

### **ARTICLE XIV: COMPLAINT RESOLUTION**

An employee may use the following complaint resolution procedure to address complaints that are not contract violations and, therefore, not subject to Article IV Grievance Procedure:

1. The employee may discuss the complaint with his/her immediate supervisor. The employee may have an Association representative present.
2. If a satisfactory resolution is not reached in number one above, the employee may discuss the complaint with the Assistant Superintendent for Human Resources. The employee may have an Association representative present.

### **ARTICLE XVI: EFFECT OF AGREEMENT**

#### **A. Complete Agreement**

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.

#### **B. 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.

#### **C. Term of Agreement**

This Agreement shall be effective July 1, 2021 through June 30, 2026.

#### **D. No Strike**

The Association agrees that, for the duration of this Agreement, it shall not engage in a strike against the

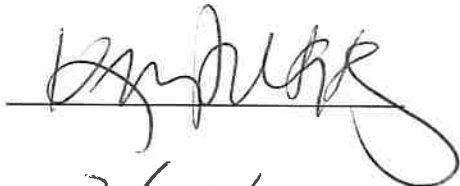
Board, except as may be permitted by law.

#### **ARTICLE XVII: WAGE REOPENER**


Beginning July 1, 2023, in the event of legislative, regulatory, or economic change resulting in external changes to the District's property tax extension authority and/or other external changes that result in a substantial negative impact on the District's ability to collect property taxes, either party may demand that the contract be reopened for the limited purpose of bargaining the change or demand that the term of the contract accelerate to expire on the June 30<sup>th</sup> following the dates of the event. Where a demand to bargain is chosen, any agreed upon changes to the Agreement will take effect on June 30<sup>th</sup> of the year following the completion of the bargaining. If a demand to accelerate is chosen, the Agreement will terminate on the June 30<sup>th</sup> following the demand to bargain.

Effective immediately, in the event of a public health emergency, pandemic, or other unforeseen event leading to the extended closure of the school buildings, the Board and the Association agree to meet within a reasonable time to bargain over the impacts of such closure.

**FOR THE BOARD OF EDUCATION    FOR THE ASSOCIATION**

  
3/21/22

**Date**

  
3/16/2022

**Date**

## APPENDIX A: COMPENSATION

	2021-22	2022-23	2023-24	2024-25*	2025-26**
<b>Bus Drivers</b>					
Step 1	\$ 20.67	\$ 21.29	\$ 21.82	TBD	TBD
Step 2	\$ 21.70	\$ 22.35	\$ 22.91	TBD	TBD
Step 3	\$ 22.12	\$ 22.78	\$ 23.35	TBD	TBD
Step 4	\$ 23.18	\$ 23.88	\$ 24.48	TBD	TBD
Step 5	\$ 23.68	\$ 24.39	\$ 25.00	TBD	TBD
<b>Mechanics</b>					
Mechanic 1	\$ 29.10	\$ 29.68	\$ 30.27	TBD	TBD
Mechanic 2	\$ 30.60	\$ 31.21	\$ 31.83	TBD	TBD
Mechanic 3	\$ 32.21	\$ 32.85	\$ 33.51	TBD	TBD
Mechanic 4	\$ 33.63	\$ 34.30	\$ 34.99	TBD	TBD
<b>Technicians</b>					
Tech 1	\$ 27.35	\$ 27.90	\$ 28.46	TBD	TBD
Tech 2	\$ 30.60	\$ 31.21	\$ 31.83	TBD	TBD

\*100% of CPI-U for Calendar year 2022 with a minimum of 1.5% and maximum of 3.5%

\*\* 100% of CPI-U for Calendar year 2023 with a minimum of 1.5% and maximum of 3.5%

### Step Placement and Movement

Employees who were on Step 4 prior to February 1, 2021, will move to Step 5 effective July 1, 2021. Step movement shall occur on a fiscal year basis, meaning employees will move step on July 1st of each year for those employees who are hired before February 1st. Employees hired into the NTA bargaining unit on or after February 1st of any year will move step in the following fiscal year.

Newly hired bus drivers and mechanics will be placed on Step 1 upon hire; however, the District may place newly hired bus drivers and mechanics up to Step 2 upon hire.

### Bonus

Eligible employees will receive a \$500 bonus payable at the conclusion of the 2022-2023 school year. To be eligible for the \$500 bonus, employees must be employed on or before August 17, 2022, and remain actively employed (and not be on leave) at the District through the end of the 2022-2023 school year.

### Longevity Pay

Longevity payment is frozen for the life of this contract at the dollar amount paid for the 2005/2006 school year, payable each year of this contract. Individual longevity payment will be eliminated when an individual interrupts or discontinues employment with the District in a position represented by NTA.

## **APPENDIX B: CAFETERIA PLAN PROVISION**

The Board shall maintain a flexible benefit plan which meets the requirements of Section 125 of the Internal Revenue Code and plan documents outlining the terms of the plan will be available at the District's business office.

## **APPENDIX C: FIELD TRIP PROCEDURES**

### **FIELD TRIP ELIGIBILITY PROCEDURES**

**Selection of trips:** Trips are defined as any work that is posted on the trip selection board. If a holiday or scheduled day off occurs for the majority of the drivers anywhere within a pick rotation, the pick shall be suspended for that day.

Once trips are posted, a driver may sign-up for a trip pursuant to the procedures contained in Article VII (E) of this agreement at his/her designated sign-up time or after, but not earlier. If it is determined that a sign-up was done early, the driver will forfeit that trip, the right to pick for that day and their pick choice for the next subsequent rotation. If someone signing for another driver signs early, the driver being signed for will receive the penalties. The trip must be signed for by the end of the business day. Failure to do so will result in loss of place on the list for that day. After trip selection, the driver must write the trip number and hours stated in the spaces provided. Failure to do so will result in loss of trip.

If a driver signs for a trip for another driver, on the sheet listing the trip number and hours, the signing driver must indicate their identity by signing either their bus number or initials. It is the responsibility of the DRIVER to check the trip board.

A driver can choose to change a selected trip within three (3) minutes of their pick time for any eligible trip that is still available. After three (3) minutes, if a driver indicates the need to cancel a picked trip, the option to pick another trip is forfeited. The pick will be deleted as soon as possible.

If a driver receives regularly assigned work such as a shuttle, bus washing, mid-day work, homework run, etc., that takes them beyond their regular AM-PM shift, the driver will note these total additional hours for the following week on the trip selection board prior to selecting any trips. These hours will count towards the driver's weekly hours. Failure to do so may result in disciplinary action.

If a driver picks or is assigned a trip and fails to take that trip without notifying staff of a cancellation no less than three (3) hours prior to the start of the trip, that driver may be removed from the field trip rotation list for the following week. If a driver cancels more than one trip in the current workweek, or if there is a pattern of abuse, the driver may be taken off the trip board for an amount of time to be determined equally by management and NTA. If the need arises for a driver to be removed from the trip board, it will result in a meeting with management and a union representative.

If a driver is absent on the last working day before a picked Saturday, or assigned Sunday or holiday trip, the driver must call the dispatcher or supervisor by noon of the last working day before the trip to indicate their availability to take the trip. Failure to do so will result in loss of trip.

**Use of Activity Vans:** The school district will not split athletic teams in order to use activity vans. The athletic



directors will continue to keep logs and these logs may be obtained by contacting the Director of Transportation.

**Additional Trips:** Trips added for the current week of the trip will be offered over the radio and orally by starting at the top of the seniority list beginning with the first week of the school year. The rotation will continue on a continuous rotation basis during the school year.

If an employee is absent from work, they are not eligible to pick from the Trip Selection Board or available for the call out Trip Rotation List, nor can anyone sign for them.

**Sunday and Holiday Trips:** Sunday and holiday double-time trips are available to every eligible driver on the rotation list, regardless of their regular weekly hours. It does not count toward eligible hours in the regular field trip rotation list. If a Sunday or holiday trip is posted, the dispatcher will offer it by rotation to the highest seniority driver. The driver, once contacted, will have until 8 a.m. the following business day to decide to take the trip or decline. If more than one trip is available in a given week, the trips will be picked by order of seniority. If a Sunday or holiday trip is declined, no others will be offered until the rotation is completed for all eligible drivers. If the trip is cancelled for reasons not within the control of the driver the driver shall be paid a 2 hour cancellation at double time. If a trip is cancelled after the driver is on site, the driver shall be paid a 3-hour cancellation at double time. This is a yearly rotation list and begins anew at the start of each school year. It is the responsibility of the driver to schedule a meeting with the routing coordinator or his or her designee by the end of the next business day to verify the details of the trip. Failure to do so will result in loss of that work.

**Assigned Trips:** Additional driving hours commencing between 2:00 and 3:14 p.m. will be classed as "Charter Trips", and between 3:15 and 3:45 p.m. will be classed as "Early Assigned Trips" at the discretion of management by either posting on the selection board or assigning to a driver. Management retains the right to alter the hours of those assigned to Charter Trips and Early Assigned Trips based upon changes to the District's bell schedule and operational needs.

A. There will be two categories of Assigned Trips Drivers to cover trips that regular route drivers cannot do: Early Trip Drivers with regular school routes, and Charter Drivers with no regular school route..

B. Trips assigned, as listed on the field trip list, will count toward the driver's weekly hours.

Trips will be assigned that call for a start time before 3:45 PM. Occasionally, when the need arises, on the day of the open assigned trip, regular route drivers may be assigned after-school trips. First assignment of these trips goes to Assigned Drivers, then to Charter Drivers, then on the day of the open assigned trip to regular route drivers that are available.

**Substitute drivers** must meet the pick criteria to work an Assigned Trip Route on a long-term basis and may opt to take the assigned trips, if desired.

**Emergency assignment of trips:** When a piece of work must be filled with two (2) or fewer hours of the scheduled start time, it shall be considered an emergency assignment. Anyone that is available can be asked to take this work regardless of their overtime status. However, it will count toward a driver's forty (40) hours in the regular rotations that may apply for that week.

**Using the radio to assign work:** The radio will be used to assign work during regular hours from 7:00

AM to 8:00 AM and from 2:40 PM to 3:15 PM. In all cases, when the radio is used to assign work, each driver will be called three (3) times. If no response occurs after the 3rd call, the driver will forfeit the right to accept the work being offered and the next person will be called.

**TBA TRIPS: IF NOT PREVIOUSLY ASSIGNED, THESE TRIPS WILL GO INTO THE CONTINUOUS ROTATION.**

**SATURDAY** TBA (To Be Arranged) trips will be available for signing by eligible drivers. These trips may not have times or locations and may subsequently be cancelled. Cancellation pay for drivers does not apply to these trips **UNLESS** the driver is not notified of the cancellation 24 hours prior to the trip or **IS ON THE SITE. IN THIS CASE, THIS DRIVER SHALL BE PAID 3 HOURS.**

The joint labor/management Field Trip Eligibility Committee will meet on a monthly basis to review and consider amendments to this agreement. Policy changes and implementation will be subject to consensus decision.