

Agreement

between

the

South Scott Federation of  
Support Personnel – Bus Drivers Unit,  
Local 6011, IFT-AFT, AFL-CIO

And

The Board of Education of  
Community Unit School District No. 1

**FY23, FY24**

**FY23 – FY24 AGREEMENT**

This Agreement is entered into by and between the Board of Education of Community Unit School District No. 1, Scott County, Illinois, (hereinafter the District) and the South Scott Federation of Support Personnel affiliated with the Illinois Federation of Teachers, AFT, AFL-CIO as Local No. 6011 (hereinafter the Union).

**ARTICLE I**  
**Recognition**

1.1 Recognition

The Winchester Community Unit School District No. 1 recognizes the Illinois Federation of Teachers, AFT, AFL-CIO as the exclusive bargaining representatives for the following described unit: All full-time and part-time regular bus drivers, kindergarten bus drivers, pre-kindergarten bus drivers, special education bus drivers, bus mechanic, and fleet supervisor. Excluded will be the superintendent, school principals, all other supervisory, managerial, confidential employees and short term employees defined in the Act.

The district agrees not to negotiate with any employee's organization other than the Union on any matter specifically covered by this Agreement.

**ARTICLE II**  
**Negotiations Procedures**

2.1 Bargaining

The Union and the school district agree to bargain in good faith for the purposes of this section, "good faith" shall mean that the parties will confer at reasonable times and at reasonable places to make proposals and counter proposals for the purpose of reaching a collectively bargained agreement.

2.2 No Strike

Only during the term of this Agreement and any extension thereof, no employee covered by this agreement, nor the Union, nor any person acting on behalf of the Union shall ever or at any time engage in any recognition of any picket line at the School District's premises, or any strike.

In the event of any violation(s) of any provisions of this article by the Union, its members or representatives or by any employee, the Union shall upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and take every other reasonable effort to end any violation(s).

**ARTICLE IIb**  
**Union Dues**

Eligible bargaining unit members may submit an annual request for payroll deductions of Union dues and fees to the Board. This shall be a written and signed authorization, provided by the Union, to deduct and remit a specific amount from each monthly paycheck.

**ARTICLE III**  
**Employee Rights**

3.1 Union Communications

The union will be permitted to use one bulletin board provided by the district for other employee communications for the purpose of posting union notices. The union may place notices in a mailbox provided by the district for each regular route driver. No union notice will be placed in bus mailboxes.

3.2 Personnel File

All employees covered by this Agreement shall have the right to inspect his or her own personnel files with the exception of pre-employment recommendations within two (2) working days after written request for inspection is received by the Superintendent or his designee. A copy of all materials placed in the file shall be provided to the employee within (30) working days of being placed in the file. The employee has a right to attach a response to any materials in his or her file.

3.3 Posting of Vacancies

Except in the case of an emergency, when the administration, in conjunction with the fleet supervisor, determines that a vacancy exists for a bus driver, notice of such vacancy will be sent via district e-mail to all employees. A posting shall indicate the category of position. If the administration determines an emergency exists, a temporary appointment may be made. Ordinarily, vacancies will be filled based upon seniority in the position of bus driver unless the administration determines that the best interests of the district require that another appointment is made. Notice of vacancy shall be posted within five (5) school days and a permanent appointment shall be made within 10 days after the vacancy has been posted unless the vacancy cannot be filled by a current employee.

3.4 Pay Schedule

Bus drivers who wish to have their checks/direct deposit slips mailed to their homes during the summer months shall so request in writing prior to the last day of the school year. Those so indicating will have their checks/direct deposit slips mailed to them on the day prior to the actual payday.

3.5 Consultation Committee

In order to promote the free flow of information between the staff and the Board, the Union and the Board agree to establish a Consultation Committee composed of three members of the Union and two (of seven) members of the Board of Education along with the Superintendent. The Consultation Committee shall meet at mutually agreed times and places, within thirty (30) days of request, one time per year, if necessary, to discuss matters of mutual interest. A Consultation Committee meeting will be held only if the Board or the Union notifies the other party of its desire to meet.

3.6 Discipline

No employee covered by this agreement shall be subject to suspension or discharge or disciplinary action, resulting in dismissal or loss of pay due to suspension without a written statement of reason(s) and right of

union representation at any conference to discuss the written statement of reason(s). When a member of a bargaining unit is required to appear before the Board of Education concerning any matter which could adversely affect that member's position, employment or salary, the staff member shall be given written notice of the reasons for such meeting and shall be entitled to have a personal representative at said meeting.

### 3.7 Jury Duty

There shall be no loss in salary because of jury duty or because a unit member, pursuant to subpoena issued by the clerk of a court and served upon such unit member attends as a witness in a trial of a school related matter or to have his or her deposition taken in any school related matter pending in court, except that the Board may make a deduction equal to the amount received for such a jury duty or for per diem fees which the member of the unit is entitled to receive for complying with such subpoena.

### 3.8 Maternity Leave

Each member of the Unit shall be entitled to use her accumulated sick leave for temporary disability due to pregnancy or pregnancy related causes. In the event the member of the Unit has exhausted her sick leave, the member of the Unit shall be granted a non-paid leave of absence for such remaining time as the member of Unit is temporarily disabled due to pregnancy or pregnancy related causes, not to exceed the remainder of the school year. The disability may be confirmed by a physician appointed by the district and paid by the District.

### 3.9 Drug and Alcohol Testing

The district will pay the cost of school bus driver drug and alcohol tests required by law, as long as the driver utilizes the services of approved collectors and results are negative. Drivers must pay all fees associated with any "positive" drug or alcohol test. The driver may also be subject to disciplinary action by the district which may include termination.

### 3.10 Evaluation

Bus drivers shall be evaluated in writing annually, no later than April 1<sup>st</sup>, by the fleet supervisor or other designee of the Superintendent. Bus drivers desiring to object to an evaluation or a portion thereof may attach a written statement of such objection. The fleet supervisor shall be evaluated in writing annually by the Superintendent or the Superintendent's designee. Any unit member receiving a negative evaluation shall be evaluated at more frequent intervals and may be subject to discipline including discharge.

### 3.11 Reduction In Force

A seniority list for each category of regularly employed full-time transportation employees will be prepared by the district and provided to the union on or before the 15th day of February.

### 3.12 Cancellation Pay

Drivers will receive one (1) hour of pay at extra trip rate for arriving at a canceled extra-curricular assignment or regular / special education route when cancellation is made due to activity cancellation, lack of enrollment or inclement weather. The district shall determine the manner in which notice of cancellation of assignment will be given.

### 3.13 Nepotism

To avoid creating or maintaining circumstances in which the appearance or possibility of favoritism exist, the fleet supervisor will seek written approval from the Superintendent on any matters involving a bus driver whose relationship with the fleet supervisor is established by blood, marriage, domestic partnership or legal action. Matters to be considered include, but are not limited to – assignments of regular routes, special routes or extra trip assignments.

## ARTICLE IV Conditions of Employment

### 4.1 Work Year For Regular Route Driver

Drivers who are regularly assigned to drive a regular route, being two trips to and from school or designated destination, each day of the entire year shall be present for assigned work for 176 days per year, plus one extra day beyond student attendance days for route formulation and notification of parents. All regular drivers should have made contact with parents within three days of receiving bus ridership papers. In the event a regular route driver is assigned to drive a regular route, participate in training or perform other duties for up to two (2) additional days per year for three hours or fewer per day, the driver will be paid \$30.00 for each such day. In the event the regular route driver is assigned to work in excess of 178 days, such additional days will be compensated at the rate of 1/176's of the driver's regular school year pay.

Should the May 2019 legislation establish a school term of more or less than 176 days – both parties agree development of a Memorandum of Understanding.

#### 4.1-1 Regular Driver Work Day

Regular routes shall be no more than one and one-half (1½) hours per trip, for a total of three (3) hours per day. Time driven over one and one-half hours (1½) hours per trip will be calculated each month and paid at a rate of \$20.00 per hour. No more than two (2) hours of extra pay per day will be allowed unless authorized by the Fleet Supervisor and Superintendent.

### 4.2 Regular Route Assignments

Bus drivers shall be assigned regular and special routes by the fleet supervisor, in accordance with the district's determination of the best interest of the transportation program.

Whenever a current route becomes available, a bus driver wishing a change in assignment may apply in writing to the fleet supervisor who shall consider such requests on a case basis and make a recommendation on the request.

#### 4.2-1 Training

Route training is to be assigned by the fleet supervisor and approved by the Superintendent. Any driver learning a new route shall be reimbursed at the current minimum wage rate per hour for time spent riding with the current driver in order to learn the route.

The Board will provide up to two laptop computers for use in the bus garage by drivers to complete mandated on-line training. Drivers will be compensated \$15.00 per training quarter, provided said mandated training is completed by quarterly deadline.

#### 4.2-2 Extra Regular / Special Route Trips

A regular or special education route driver taking an extra regular or special route will be paid at his/her daily rate or half his/her daily rate.

#### 4.3 Extra Trip Assignments

Regular route bus drivers who desire to be considered for extra trip assignments may request in writing, on or before the first day of the school year, to be placed on a list of drivers available to drive extra trips. In order to qualify for IMRF participation, drivers must take a minimum of ten (10) extra trips each year. A driver may also add his/her name to the extra trip assignment sheet at the beginning of each semester. The list will be arranged initially in order of seniority and the first extra trip assignment to occur will be offered to the first name on the list. In the event a driver refuses a trip offered, the driver's name will be placed at the bottom of the list and the extra trip will be offered to the next driver in order.

The schedule of extra trips will be posted on the District provided calendar by the fleet supervisor as soon as he/she becomes aware of the trip. In the event there are one or more extra trips on any given day, the driver who is at the top of the list will have first choice of extra trip assignments. This will be the procedure until all assignments are filled.

Assignments for in-season tournaments can be assigned to one driver for that entire tournament. Post season tournaments will be assigned for the week only. Regionals, sectionals, super-sectionals and state tournaments will be assigned by driver rotation.

#### 4.4 Twelve Month Employees

Employees assigned to work on a twelve month basis shall be on call for emergency situations only with Superintendent approval. If an emergency call lasts more than one hour, outside the regular work day, the employee shall receive time and one-half for the duration of the emergency call (including the first hour). In an emergency situation, the bus mechanic/transportation director/driver may be assigned by the Superintendent to drive a bus not to exceed a period of ten (10) consecutive school days. Any hours spent during that emergency assignment that are beyond the normal 8 hour day are to be paid at time and a half.

The work year for twelve month employees shall consist of 260 scheduled days. Vacation days and legal holidays shall be deducted from the 260-day work year. Twelve month employees shall receive ten (10) days of paid vacation, unless they have over ten consecutive years of employment with this district, at which point they will receive fifteen (15) days of paid vacation. After having twenty (20) consecutive years of employment with the district, the twelve month employee shall receive twenty (20) days of paid vacation. Vacation days shall be approved in advance and approved in writing by the Superintendent. During the school year, twelve month employees shall be present at school no more than 8 hours per day (unless on call, and then subject to the conditions above), with the schedule to be set by the Superintendent, and the Superintendent may assign driving a bus as a part of the 8 hour day. When school is not in session, regular hours will be maintained in all cases, eight hours per day, five days per week unless otherwise scheduled by the Superintendent, but not to exceed forty (40) hours per week.

Twelve month employees shall not be eligible for overtime or compensation time, unless on emergency call (and then subject to the conditions above). A twelve month employee shall be expected to attend Board

meetings and Board committee meetings as required by the Superintendent. The District will provide insurance on the bus mechanic/transportation director/driver's tools, with an up-to-date inventory to be provided annually to the district by the bus mechanic/transportation director/driver. Emergency calls shall include, but not be limited to, any extra duty due to inclement weather. The work year for twelve month employees is based on 260 work days. Twelve month employees shall not be required to work on any day listed as a holiday (HOL) on the official school calendar. Annually, a written outline of 'work days' will be developed based upon the official school calendar. Twelve month employees will work no more than 260 days without being paid overtime.

#### 4.5 Special Route Drivers

A. Drivers assigned to drive special education or other such routes shall be subject to reassignment or reduction of days based upon the district's determination of its needs. Notice of reduction in days or hours of work shall be made in writing.

B. Drivers assigned to drive a summer route, being two trips to and from school or designated destination, shall receive \$100 a day for each day of driving the summer route. The summer route may include waiting time at the destination if the return route begins within three and a half hours (3½) of the drop-off time at the last designation. Waiting time is included in the \$100 a day. A substitute will be paid at current Board approved substitute bus driver rate of pay.

C. If a Pre-Kindergarten route is needed it will be assigned to a driver at the rate of \$50.00 each day the Pre-Kindergarten students are transported. The driver assigned to the Pre-Kindergarten route will not be eligible for benefits other than IMRF, if they qualify. Any substitute driver will be paid for a half-route at current Board approved substitute bus driver rate of pay.

D. If a special route is required at any time during the year for a Special Education single trip (pick up or drop off), this trip will be paid at a daily rate of \$50 with no district paid sick or personal days. Any substitute driver will be paid for a half-route at current Board approved substitute bus driver rate of pay.

E. Any special route requiring more than one and one-half (1½) hours per trip shall be paid at \$20.00 per hour for any hours exceeding one and one-half hours (1½) hours per trip. No more than two (2) hours of extra pay per day will be allowed unless authorized by the Fleet Supervisor and Superintendent.

##### 4.5-1 Special Route Assignment

Any time a new single-trip route becomes available, it will be offered to interested regular drivers based upon seniority. Drivers will not be allowed to fill more than one new route in a school term unless no other drivers are interested in the position.

#### 4.6 Extra Trip Pay

A. If a driver drives a trip in lieu of their regular route, the driver shall be compensated at whichever rate of pay is greater. If no substitute driver for an extra trip leaving before school is dismissed is available and a regular route driver must cover the trip, they shall be compensated by receiving extra trip pay along with no deduction of regular route pay.

B. If a driver has an extra trip which requires an overnight stay, the driver shall receive no more than 16 hours of pay. The rate of pay for driving will be \$20 per hour. The rate of pay for wait time will be

the current Illinois minimum hourly wage. Room fees and event entry will be paid for by the district. The meal allowance will be per receipt, not to exceed \$40 per day.

- C. All extra trips other than overnight will be compensated at a rate of \$20.00 per hour.
- D. Drivers taking extra trips exceeding five (5) hours will have a meal allowance not to exceed \$15.00 per meal. Receipts must be provided to the payroll clerk for reimbursement.
- E. No employee covered by this agreement shall be paid for more than one task at any time.
- F. Athletic/Academic trips to and from Bluffs CUSD #2 will be paid at \$30.00.
- G. Any driver taking their bus to a certified safety test lane or service facility will be paid \$20.00 per trip, and Illinois minimum wage for each additional hour of wait time.
- H. Athletic/academic trips on a Saturday or designated holiday/break from school will be paid at \$45 per hour during drive time and Illinois minimum wage during wait time. These dates include: Columbus day, Labor day, Thanksgiving Break, Christmas Break, MLK day, President day, Spring break, and Memorial day.

#### 4.7 Travel Reimbursement

Employees who are directed to use their own vehicles for district purposes shall be paid mileage at the current IRS mileage rate as of July 1<sup>st</sup> of the current school year. An employee who is assigned a district vehicle for district purposes may request permission to use a personal vehicle; however, no travel reimbursement will be paid for use of a personal vehicle if such permission is granted.

The district will allow use of the district vehicles to attend annual refresher classes, or will reimburse drivers for travel cost.

#### 4.8 Personal Leave

All full-time regularly employed regular route drivers covered by this Agreement shall receive one (1) personal day per year without restriction as to purpose. No such day shall be granted before or after a holiday, holiday weekend, nor the beginning or end of a term. No more than one (1) driver may be absent from the district on any one (1) day. Drivers shall notify the fleet supervisor of their intent to take such day at least forty-eight (48) hours prior to use. Unused personal leave shall be added to the driver's accumulated sick leave. The fleet supervisor will request use of his or her personal days in writing at least forty-eight (48) hours in advance to the Superintendent.

##### 4.8-1 Emergency Leave

All full-time regularly employed regular route drivers covered by this Agreement shall receive one (1) emergency day per year for unforeseen circumstances which occur outside the drivers' control. Driver shall notify the fleet supervisor as early as possible of the need for an emergency day. Unused emergency days shall be added to the drivers' accumulated sick leave.



#### 4.9 Health Insurance

The district shall pay 75% of the per month cost of the employee's group hospitalization and major medical policy package, including a \$25,000 life insurance benefit for each driver covered by this agreement.

The district shall 100% of the per month cost of the \$25,000 life insurance benefit for those driver covered by this agreement who choose not to participate in the group hospitalization and major medical policy.

#### 4.10 Sick Leave

Drivers who are regularly assigned to drive a regular route, being two trips to and from school or designated destination, each day of the entire school year shall receive ten (10) sick days per year which shall accumulate to a maximum of 240 days. Sick leave is intended to be used for employees to recover from illness, for health care provider appointments or for the health care needs of immediate family members, birth, adoption or placement for adoption. Sick leave is not to be used to avoid using personal or emergency days.

Full-time bus mechanic/transportation director/driver will receive ten (10) sick days per year which shall accumulate to a maximum of 240 days. Special Routes and half-time drivers will receive 5 sick days per year, not to be accumulated.

When a regular route driver has no more sick days left, those drivers driving that route will be compensated with full pay for route.

#### 4.11 Driver's License

The district will pay the difference between the cost of a basic driver's license and the cost of a commercial driver's license held by a driver. Employees will submit their receipt for the cost of renewal to receive reimbursement.

#### 4.12 Physical Exams

Annual physical examination required by law and not covered by the district's insurance plan will be provided at the driver's election, by the district's physician, for which the district will incur the total cost; or by a physician chosen by the driver. If the driver chooses a physician other than the district's designated physician, the driver will pay any additional cost of the exam above that of the district's designated physician's charge of \$85.00. The district reserves the right to require additional physical examination(s) by a physician designated by the district so long as the district pays the cost. The initial physical examination upon first employment will be paid by the district, provided the driver passes the physical exam, and after the initial driving assignment. The same physician election procedure may be used in the case of an initial physical examination, and the driver will be reimbursed upon turning in the proper receipts after the initial driving assignment.

#### 4.13 Calculation of Time

Time sheets for special routes, substitutions and extracurricular trips shall be turned in on the tenth day of each month. If the tenth falls on a weekend, time sheet will be turned in by the preceding Friday. **NO EXCEPTIONS.**

#### 4.14 Bereavement Leave

Each employee shall be granted three (3) days of bereavement leave per occurrence for the purpose of attending the funeral of a member of their immediate family which is defined as an employee's spouse, employee's parent or guardian, spouse's parent, child, stepchild, brother or sister, grandchild, or employee's grandparent. Use of bereavement days under this paragraph shall not result in a reduction in sick leave.

Each employee shall be granted three (3) days of leave per occurrence for the purpose of attending the funeral of a member of their extended family which is defined as an employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, or grandparents-in-law. Use of days under this paragraph shall result in a reduction in sick leave.

### ARTICLE V Grievance

#### 5.1 Scope

A grievance shall be defined as a claim by a member of the Union or by the Union of any violation of a provision of this Agreement.

#### 5.2 Stage One, Informal Discussion

The member of the unit shall attempt to resolve the potential grievance in an information discussion with his/her supervisor within ten (10) school days from the time the employee became aware of the occurrence of the first event giving rise to the alleged violation of this Agreement. The immediate supervisor shall respond orally within ten (10) school days of the informal discussion.

#### 5.3 Stage Two, Written Statement to Immediate Supervisor

If the grievance cannot be resolved at Stage One, the member of the unit shall file a written statement of the grievance with his/her immediate supervisor. Such written statement of grievance shall be filed within ten (10) school days from the receipt of the oral response of the immediate supervisor and shall contain a statement of the factual basis of the grievance and the section or sections of the Agreement which are alleged to have been violated. The immediate supervisor shall respond in writing within ten (10) school days of receipt of the written grievance.

#### 5.4 Stage Three, Appeal to Superintendent

If the grievance is not resolved at Stage Two, the unit member may appeal the decision of the immediate supervisor in writing to the District Superintendent within ten (10) school days of receipt of the written decision of the immediate supervisor. Upon receipt of such appeal, the Superintendent shall schedule within ten (10) school days a conference with the grieving unit member and Union representative and shall within ten (10) school days of such conference, respond in writing.

## 5.5 Stage Four, Binding Arbitration

If the grievance is not satisfactorily resolved at Stage Three, the Union shall submit to the Superintendent within twenty (20) school days of receipt of the answer in Stage Three a written request on behalf of the grievant to enter into binding arbitration.

Arbitration proceedings shall go forth before an arbitrator agreed upon by the parties.

The arbitrator's decisions shall be binding on all parties. The arbitrator shall not amend or modify any of the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Union and shall be based solely in the wording of this Agreement. The arbitrator shall be limited to directing the parties to comply with the terms of this Agreement.

## ARTICLE VI Technical Clauses

### 6.1 Duration

This Agreement shall become effective on the first day of July, 2022, and continue until the 30th day of June, 2024.

### 6.2 Individual Contracts

The terms and conditions of the Agreement shall be the terms and conditions of individual contracts of members of the bargaining unit.

### 6.3 Complete Understanding

This Agreement constitutes the full and complete understanding between the parties. All rights, powers and authority of the Board and/or its administrative staff not specifically limited by the language in this Agreement are retained by the Board. The Board, however, shall take no action which shall violate any of the specific provisions of this Agreement.

### 6.4 Waiver of Additional Bargaining

The parties acknowledge that during the course of negotiation which resulted in the Agreement each have the right to make demands, proposals and counter proposals with respect to any matter not specifically excluded by law and that this Agreement has been arrived at following the full exercise of this right. It is therefore understood that neither party shall be obliged to bargain collectively with respect to any subject or matter referred to or covered by the Agreement or with regard to any subject or matter not referred to or covered by the Agreement whether such topic was known or unknown at the time of bargaining, during the term of this Agreement.

### 6.5 Supersedes Prior Agreements

This Agreement supersedes and nullifies all previous written Agreements between the Board and Union.

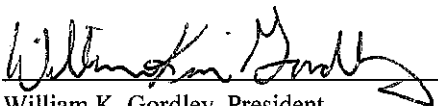
### 6.6 Validity

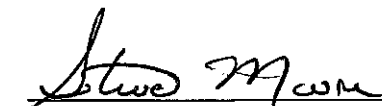
Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, that part shall be deleted to the extent that it violates the law and the remaining articles, sections and clauses shall remain in effect.

This Agreement is signed and adopted this 12th day of April, 2022.

South Scott Federation  
of Support Personnel,  
IFT-AFT, AFL-CIO Local #6011

Board of Education of the  
Scott County CUSD #1

  
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William K. Gordley, President

  
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Steve Moore, President

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# Bus Driver Salary Schedule

<u>FY22</u>	<u>Experience</u>	<u>FY23</u>	<u>FY24</u>
\$ 17,861	1	\$ 18,933	\$ 20,069
\$ 17,861	2	\$ 18,933	\$ 20,069
\$ 17,861	3	\$ 18,933	\$ 20,069
\$ 17,861	4	\$ 18,933	\$ 20,069
\$ 17,996	5	\$ 19,076	\$ 20,220
\$ 17,996	6	\$ 19,076	\$ 20,220
\$ 17,996	7	\$ 19,076	\$ 20,220
\$ 17,996	8	\$ 19,076	\$ 20,220
\$ 17,996	9	\$ 19,076	\$ 20,220
\$ 18,130	10	\$ 19,218	\$ 20,371
\$ 18,130	11	\$ 19,218	\$ 20,371
\$ 18,130	12	\$ 19,218	\$ 20,371
\$ 18,130	13	\$ 19,218	\$ 20,371
\$ 18,130	14	\$ 19,218	\$ 20,371
\$ 18,268	15	\$ 19,364	\$ 20,526
\$ 18,268	16	\$ 19,364	\$ 20,526
\$ 18,268	17	\$ 19,364	\$ 20,526
\$ 18,268	18	\$ 19,364	\$ 20,526
\$ 18,268	19	\$ 19,364	\$ 20,526
\$ 18,403	20	\$ 19,507	\$ 20,678
\$ 18,403	21	\$ 19,507	\$ 20,678
\$ 18,403	22	\$ 19,507	\$ 20,678
\$ 18,403	23	\$ 19,507	\$ 20,678
\$ 18,403	24	\$ 19,507	\$ 20,678

Off salary schedule placement will be increased by \$800 which is non accumulative.