

PROFESSIONAL AGREEMENT



OSWEGO SCHOOL DISTRICT 308
BOARD OF EDUCATION

AND THE

OSWEGO TRANSPORTATION
ASSOCIATION

JULY 1, 2022 TO JUNE 30, 2026

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ARTICLE I
RECOGNITION, PLEDGE AND DEFINITIONS

1.1 RECOGNITION

1.1.A The Board of Education of Oswego Community Unit School District No. 308, Kendall County, Illinois (hereinafter referred to as the "Employer", "District" or "Board") recognizes the Oswego Transportation Association IEA-NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all regularly employed, full and part-time Bus Drivers, Bus Monitors, Security Dean's Assistants and Crossing Guards (hereinafter referred to as the "Employee") excluding bus mechanics, supervisory, managerial, confidential and all other classified Employees who work in non-transportation positions, and all exclusions as set forth in the Illinois Educational Labor Relations Board (IELRB) certification of representative.

1.1.B Union Pledge
The Association pledges the support and efforts of its membership toward the highest standard to provide safe, efficient, effective and dependable services for the Employer and its students.

1.2 DEFINITION OF EMPLOYEE STATUS

1.2.A Full Time Employee
For the purpose of this Agreement, a full time Employee, is employed to work twenty-five (25) hours or more per week.

1.2.B Part Time Employee
For the purpose of this Agreement, a part time Employee is employed to work less than twenty-five (25) hours per week.

1.2.C Probationary Employee
For the purpose of this Agreement, the probationary period for an Employee shall be for sixty (60) working school days beginning once the Employee has completed all requirements of their position. During this time, the Superintendent or his/her designee may terminate an Employee by giving written notice. The Superintendent or his/her designee may extend the probationary period for an additional thirty (30) working school days after consultation with the OTA.

An Employee must go through the bid procedures as stated under Article V of this Agreement to obtain a route package, midday or extra work unless assigned via standby or substitute status.

An Employee who applies and is accepted to a new category within this Agreement shall be required to complete the probationary requirements as stated above.

A new Employee who has successfully completed their probationary period prior to the end of the current school year shall be entitled to all benefit and wage increases as defined in the Agreement for the following school year.

1.3 EMPLOYEE CATEGORY

1.3.A Bus Driver

An Employee whose primary duty is to provide and ensure safe, effective and appropriate transportation services to school bus passengers as detailed in the bus driver job description, Employee handbook, district policy and procedures and applicable laws.

1.3.B Bus Monitor

An Employee whose primary duty is to provide and ensure a safe environment on the school bus to passengers as detailed in the bus monitor job description, Employee handbook, district policy and procedures and applicable laws.

1.3.C Crossing Guard

An Employee whose primary duty is to provide safe crossing for students who walk to and from school as detailed in the crossing guard job description, Employee handbook, district policy and procedures and applicable laws on days students are in attendance.

1.3.D Security Dean's Assistant

An Employee whose primary duty is to provide security and a positive and safe learning environment for students as detailed in the Security Dean Assistant's job description, Employee handbook, building requirements, district policy and procedures and applicable laws on days students are in attendance.

1.3.E Professional Trainer

A Professional Trainer is an Employee who has and continues to demonstrate exemplary professionalism, the highest degree of ethics and an outstanding knowledge base in their respected area of training. The trainer will be required to attend continuing education programs as directed by the Director of Transportation. The Director of Transportation or his/her designee shall have the sole right to determine the qualifications, staffing level and selection of Professional Trainers. The Director of Transportation at his/her sole discretion may remove a Professional Trainer from the position if it is determined they are not meeting the needs of the Employer.

A Professional Trainer will have a flex work schedule and may be required to cover standby work as needed.

1.3.F Job Descriptions

The District will provide a written Job Description to each new Employee upon hire. The Current Job Description for each Employee Category is located on the District's intranet. The Executive Director of Human Resources will inform the OTA President prior to the revision of job descriptions for Bus Drivers, Bus Monitors, Crossing Guards, or Security Dean's Assistants and will, upon written request, meet with the OTA President or his/her designee prior to implementing said revisions.

1.3.G Handbook

The Employer and the Association agree that any procedures outlined in the Community Unit School District 308 Transportation Center Employee Handbook ("Handbook") will be honored by both Parties. The Director of Transportation will inform the OTA President prior to the revision of the Handbook and will, upon written request, meet with the OTA President or his/her designee prior to implementing said revisions.

If there is a conflict, discrepancy or inconsistency between the terms of this Agreement and the Handbook, the terms of this Agreement will control. Any changes to the terms of the Handbook not contained in this Agreement that impact wages, hours, and working conditions are subject to bargaining as required under the Illinois Educational Labor Relations Act.

1.4 DEFINITION OF ROUTE TYPES

1.4.A Regular Education Route

A regular education route, as indicated on the route posting, primarily transports regular education students to/from school or their place of residence that do not require special transportation services during the regular school year.

1.4.B Special Services Route

A special service route, as indicated on the route posting, primarily transports special needs or early childhood students to/from school or their place of residence as required by the student's individual education plan (IEP) during the regular school year.

1.4.C Out-of-District Route

An out-of-district route, as indicated on the route posting, primarily transports special needs students to/from school or their place of residence as required by the student's individual education plan (IEP) to schools located outside the boundaries of School District 308 during the regular school year. Employees that have an out-of-district route shall follow the schedule of the attending school. When available, a calendar of the out-of-district school schedule will be attached to the out-of-district route posting. If the calendar is unavailable, the Director of Transportation will keep the OTA President informed of the situation. Modification to the calendar may occur if amended by the out-of-district school.

1.4.D Athletic Route

An athletic route, as indicated on the route posting, requires the Employee to fulfill all assigned athletic field trips that originate Monday through Friday in addition to their regularly scheduled work assignment. Employees that have an athletic route are not eligible to bid on middays, shuttles or other duties that would increase their daily base hours above the posted package hours.

An Employee who selects an athletic route must maintain an excellent attendance record. Employees with more than five occurrences in the past twelve months are not eligible to select an athletic route. One occurrence is defined as one or more days of contiguous absence for reasons other than approved FMLA-covered medical leave, worker's compensation, military leave, or jury duty.

1.4.E Standby Route

A standby route, as indicated on the route posting, receives their daily work assignment from the dispatch center at the beginning of each shift. This position requires a flex work schedule but may not be below the minimum guarantee. Employees that have a standby route are not eligible to bid on middays, shuttles or other duties that would increase their daily base hours above the posted package hours.

An Employee who selects a standby route must maintain an excellent attendance record. Employees with more than five occurrences in the past twelve months are not eligible to select a standby route. One occurrence is defined as one or more days of contiguous absence for reasons other than approved FMLA-covered medical leave, worker's compensation, military leave or jury duty.

1.4.F Substitute Route (Part-Time Bus Driver or Monitor Position)

A substitute route is a route where the Employee has not been awarded or assigned a permanent work assignment and receives their daily work assignment from the dispatch center at the beginning of each shift. Substitute Route Employees are required to work a flex work schedule but may not be below the minimum guarantee of five hours. Employees that have a substitute route are not eligible to bid on middays, shuttles or other duties that would increase their daily base hours above the five hour guarantee.

1.4.G Tier Route Packages:

The different tier routes are explained in the chart below:

TIER	NUMBER OF RUNS PER DAY				
	AM	PM		AM	PM
One Tier	1	1	or	1	1
Two Tier	2	1 or 2	or	1 or 2	2
Three Tier	3	1, 2 or 3	or	1, 2 or 3	3
Four Tier	4	1,2,3, or 4	or	1,2,3, or 4	4

1.4.H Summer School Route

A summer school route, as indicated on the route posting, primarily transports students attending a summer program to/from school or their place of residence for a determined number of days. These routes may consist of in-district and/or out-of-district placement.

When available, a calendar of the out-of-district school schedule will be attached to the out-of-district route posting. If the calendar is unavailable, the Director of Transportation will keep the OTA President informed of the situation. Modification to the calendar may occur if amended by the out-of-district school.

1.4.I Midday Route

A midday route, as indicated on the route posting, transports kindergarten and/or early learning center students to/from school or their place of residence between am and pm routes.

1.4.J Extra Work

Extra Work consists of available work (shuttles, test lanes, etc.) not specific to a field trip, midday or an am/pm or summer route package.

1.4.K Run

Transporting students to/from school, place of residence or a bus stop consistent with the schools scheduled start and end times.

1.4.L Route

The combination of consecutive runs to transport students to/from school consistent with the school's scheduled start and end times.

1.4.M Shuttle

Transporting students outside of the school's schedule am/pm start or end times including, but not limited to, any educational, co-op work program, Community Based Instruction (CBI) and Community Vocation Instruction (CVI). This does not include late starts or early dismissal days.

1.5 AGREEMENT DEFINITIONS

1.5.A Departure Time

The time an Employee must depart from the transportation center in order to arrive on time at a designated location.

1.5.B Overtime Hours

An Employee shall receive overtime pay of one and one-half times the Employee's regular hourly base rate of pay after forty (40) hours of work in a workweek. Paid Holidays, Personal Days, Sick Days, Dock Days, Cancellation Pay and Worker's Compensation Days shall not count toward meeting the forty (40) hour workweek requirement for overtime eligibility.

1.5.C Rounding Hours

Employees who are required to work time before or after their designated work assignment hours will be paid in fifteen minute increments as defined under regulation 29 CFR 785.48(b) of the Fair Labor Standards Act. An Employee who works from one (1) to seven (7) minutes beyond their scheduled time will have their hours rounded down and thus not count as hours worked, time from eight (8) to fourteen (14) minutes will have their hours rounded up to the next quarter hour and counted as hours worked.

Employees shall only receive additional compensation when the actual work hours have exceeded the Employee's guaranteed total package hours.

1.5.D Working School Days

"Working School Days" shall mean those days on the School District calendar, when students are in attendance.

1.5.E School District Calendar

The "School District Calendar" shall mean the sum of days approved or amended by the Board of Education and accepted by the State of Illinois for the regular term of any given school year. Modification may be necessary due to District or weather related situations.

1.5.F PM End Time

The PM end time for a Route is ten minutes (weekly average) after the time the bus enters the parking lot zone as defined on the gps system. It is expected the driver will return the route book and vehicle keys to the Employee's mailbox located in the facility. Rounding Hours described in 1.5.C apply.

1.5.G Flex Work Schedule

An Employee with a Flex Work Schedule will have their daily work hours adjusted as necessary to meet the needs of the Employer.

ARTICLE II

FRAMEWORK FOR COLLECTIVE BARGAINING

2.1 DUTY TO BARGAIN

The parties agree that their duly assigned representatives shall negotiate in good faith with respect to wages, hours and conditions of employment. Each party shall determine the composition of its own bargaining team.

2.2 NOTICE TO BARGAIN

Either party desiring to negotiate a successor Agreement shall give the other party a written notice not later than sixty (60) days before the expiration date of the current Agreement. This notification will serve as a demand to bargain pursuant to the Illinois Educational Labor Relations Act. If the Association provides written notice, it shall be addressed to the President of the Board of Education. If the Board provides written notice, it shall be addressed to the President of the Oswego Transportation Association.

2.3 RELEASE TIME FOR BARGAINING

When negotiations are scheduled on working school days and during the Employee's work hours, release time shall be provided for up to four members of the Association's negotiating team at the Employee's regular hourly rate of pay. The OTA President will inform the Director of Transportation which four negotiating team members are to receive compensation.

2.4 DISTRIBUTION OF CONTRACT

Within 30 days after this Agreement is signed, all bargaining unit members shall have the ability to obtain a Contract online via the District Website.

ARTICLE III

MANAGEMENT RIGHTS

3.1 MANAGEMENT RIGHTS

The Association recognizes that the "Employer" of District 308 has the sole responsibility and authority to manage and direct the operations, activities, and properties of the District to the full extent authorized by law. All rights and responsibilities would exist in the absence of this Agreement, shall continue to be vested solely and exclusively to the "Employer", except as expressly and specifically modified herein. It is recognized that such rights and functions include, but are not limited to:

1. The control of property and the composition, assignment, direction, and determination of the size and type of staff;
2. The right to determine work to be done and the standards to be met by the Employees covered by this Agreement;
3. The right to change or introduce new programs and courses of instruction, methods, processes, means and facilities;
4. The right to hire, establish work schedules, assign or transfer Employees; and
5. The right to determine the qualifications of Employees.

In the event of a conflict or inconsistency between a provision of this Agreement and an obligation imposed upon "Employer" by law, the obligation imposed by law shall govern, and the conflicting provision of this Agreement shall be deemed null and void to the extent of the conflict.

3.2 STAFFING CHANGES/SUBCONTRACTING

The Board reserves the exclusive Management right to establish staffing patterns, determine the number of types of personnel required in order to maintain the efficiency of District operations, and otherwise manage and operate the District's Transportation Department and transportation services. The Board agrees to notify the Association prior to any Request for Proposal (RFP). The Board agrees to notify the Association and bargain upon request prior to implementing any decision to subcontract or contract out services or work currently performed by bargaining unit Employees.

3.3 EMPLOYEE EVALUATIONS

The Building Administrator and/or designee shall provide input. The Employees work quality, promptness, attendance, reliability, conduct, and cooperation shall be considered. All evaluations shall comply with state and federal law and any applicable Board Policy. The Employee will receive a copy of the annual evaluation.

3.4 MOTOR COACH AND ACTIVITY BUSES

The District reserves the exclusive authority to use Motor Coach providers and/or Activity Buses to transport students to/from events provided all Federal, State and local laws are met.

ARTICLE IV ASSOCIATION RIGHTS

4.1 INFORMATION TO THE ASSOCIATION

The Employer shall furnish the Association President with the following documents:

1. Board packet, including agenda,
2. Official minutes of the Board meeting and approved resolutions, and
3. Board policy manual changes.

4.1.A Right to Organize and participate

Employees shall have the right to organize, join, and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing, and to engage in other lawful concerted activities as protected by law, provided however, that the Employees shall also have the right to refrain from organizing, joining, or assisting the Association pursuant to the Illinois Educational Labor Relations Act.

4.1.B Discrimination

The Association and the Board agree they will not directly or indirectly, discriminate against any Employee in the exercise of any right conferred to them under any statute, code, or this Agreement

4.1.C Member Status

The District will notify the OTA President and OTA Head of Communications in writing of any newly hired or terminated bargaining unit Employees within ten (10) school business days after final action by the Board of Education.

4.2 EMPLOYEE INFORMATION

Upon request the Employer shall provide the Association with the following Employee information in an Electronic file:

1. Name
2. Address
3. Telephone number
4. Title
5. Days in contract
6. Hours per day
7. Hourly rate
8. Date of hire
9. Seniority date
10. Separation of employment date

4.2.A School Closings

Drivers, Monitors, Dean's Assistants and Crossing Guards shall be responsible for ensuring that their contact information is correct and up to date for the automated phone system used when schools close. When school closings are deemed necessary, and an automated phone message has not been generated by the Superintendent prior to 5:30 AM, Drivers, Monitors, Dean's Assistants and Crossing Guards who would have otherwise reported for duty (e.g. not on a leave of absence, paid or unpaid suspension, sick day, personal day, or bereavement day) shall be entitled to two (2) hours cancellation pay at their normal hourly rate of pay in lieu of any other compensation for the day if the day will be rescheduled. If a school closure or e-learning day precludes the Employee from performing their regularly scheduled duties and the day will not be rescheduled, they shall be entitled to compensation as set forth in Public Act 102-0697.

4.3 ASSOCIATION REPRESENTATION

An Employee will have the right to request Association representation at any time during disciplinary discussions or investigations which may lead to disciplinary action. The Employee at any time may choose not to have Association representation. The Director of Transportation will inform the OTA President of the outcome.

4.4 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT

- A. Upon prior approval of the Building Administrator or his/her designee, the Association will be allowed to use available District facilities for committee, general or building Employee meetings, outside of normal school attendance hours.
- B. Upon prior approval of the Building Administrator or his/her designee, the Association will be allowed use of District office equipment.
- C. The Association may make use of the Employer's inter-school mail system for communications.
- D. The Association shall have access, at each worksite within the staff communication area, to a bulletin board restricted for Association notices.

4.5 ASSOCIATION BUSINESS LEAVE

Association business leave shall be defined as an Association official or representative's attendance at or participation in Local, State, or National conferences, or Association business meetings. Employees may take Association business leave days with pay, provided the Association reimburses the District for the cost of any substitute Employees. The Association President must submit written notice of Association business leave to the Director of Transportation or designee for mutual approval at least fourteen (14) calendar days before the leave day(s). The Director may waive this timeline in special circumstances such as in the cases of investigatory hearings. A maximum of four (4) Association members may be granted time off work due to Association business at any given time except for contract negotiations.

4.6 MEMBERSHIP PAYROLL DEDUCTION AUTHORIZATION

Authorizations submitted to the Superintendent or designee on or before the 15th of any month shall become effective in the first pay period of the following month. Such payroll deduction shall be deducted over the remaining pay periods and remitted to the Association within ten (10) working school days following each pay period.

The Association shall indemnify and hold harmless the Board, its members, officers, agents and Employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions on this Article IV, or in reliance on any list, notice certification, affidavit, or assignment furnished under any such provision.

ARTICLE V

TERMS OF EMPLOYMENT AND WORKING CONDITIONS

5.1 EMPLOYEE RIGHTS

5.1.A Personnel Files

Every Employee shall have the right to review any document in his/her personnel file in accordance with the Illinois Personnel Records Review Act.

No disciplinary material may be placed in an Employee's personnel file unless the Employee has received a copy. The Employee shall have the right to respond to any material filed, and his/her response shall be submitted to the Executive Director of Human Resources or his/her designee for placement in the Employee's personnel file.

To review his/her personnel file, the Employee shall submit a written request to Human Resources using the District-approved form. The District shall provide the Employee with the inspection opportunity within seven (7) days after the Employee makes the request or if the District can reasonably show that such deadline cannot be met, the District shall have an additional seven (7) working days to comply. Nothing shall be permanently removed from the personnel file except with the consent of the Superintendent or his/her designee. An Employee will have the right to receive copies of the materials in his/her personnel file.

5.1.B Employee Discipline

Employee disciplinary action will be progressive in nature as defined below except for gross misconduct. The sequence and necessity for the steps will be determined by the Superintendent, or designee, depending on the circumstances of each case.

Pre-Disciplinary Meeting:

With the exception of a verbal warning or gross misconduct, when an Employee is required to appear before the Superintendent and/or designee, concerning any matter which may be disciplinary in nature, or which could adversely affect the continuation of that Employee in his/her position of employment or his/her salary, the Employee shall be given a twenty-four (24) hour written notice prior to the pre-disciplinary meeting. An Employee will be entitled to have a union representative present to advise him/her during the requested meeting or interview. The Employee at any time may choose not to have Association representation. The Director of Transportation will inform the OTA President of the outcome.

The pre-disciplinary procedures do not preclude the Employer from taking immediate action to place an Employee on paid administrative leave to protect the workplace or protect against any liability placed on the school district.

Verbal Warning:

A verbal warning will be given to the Employee for misconduct or poor performance which does not warrant a written warning, dismissal or suspension as the initial disciplinary action. This warning will be issued by the Employee's supervisor. The Employee will be informed orally or in writing of the discipline within (48) forty eight- hours after the meeting. A written memorandum will be sent to the Employee and the Association President within seventy-two (72) hours after the meeting to document the verbal warning. This acknowledgement of the verbal warning will not be filed in the Employee's official personnel file but it will be kept on record for a period of one (1) year.

Written Warning:

A written warning will be issued to an Employee for misconduct and/or poor performance. This warning will be issued by the Employee's supervisor. The Employee will be informed orally or in writing of the discipline within (48) forty eight- hours after the meeting. A written memorandum will be sent to the Employee and the Association President within seventy-two (72) hours after the meeting to document the written warning. This documentation will be filed in the Employee's official personnel file. Upon the Employee's written request, the document may be removed from the Employee's official personnel file after two (2) years from the date of the written warning. Upon the Employee's written request, the document will be removed from the Employee's official personnel file after four (4) years from the date of the written warning.

Suspension/Termination:

The decision to suspend or terminate an Employee will be made either by the Superintendent and/or designee. In the case of suspension, the Superintendent, or designee, shall have the authority to suspend for up to ten (10) working school days.

Before an Employee is disciplined by suspension, with or without pay or dismissal, the administration shall conduct an investigation to determine the facts and the Employee shall be given a pre-disciplinary meeting with the supervisor and the administrator, or combination of administrators responsible for that building.

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

Administrative Leave Pending Investigations

The Superintendent or designee may place an Employee on an administrative leave with pay up to thirty (30) days pending an internal or external investigation into an allegation of gross misconduct. This may occur without twenty-four (24) hours' notice to the Employee. In the event the investigation is not complete within thirty days, the Superintendent or designee shall have the authority to extend the suspension for an additional thirty (30) days in perpetuity.

The Employee must be notified prior to the extension.

5.2 WORKING CONDITIONS

5.2.A. Date of Hire

Date of Hire is the start date in the OTA position as approved by the Board of Education. This date will not be adjusted due to an Employee's approved leave of absence.

5.2.B Seniority

Seniority as used herein shall be defined as an Employee's continuous length of service beginning on the first day of their probationary period. If an Employee chooses not to work during the summer, it will not have an effect on his/her seniority.

If two (2) or more Employees have the same date of hire, seniority shall be determined by lot with an Association representative present. A new Employee with a CDL and School Bus Permit shall be given a greater seniority date than a non-COL Employee with the same start date.

The Human Resource Department shall maintain a seniority list for the Dean's Assistants and Crossing Guards. Any objections should be submitted in writing to the Executive Director of Human Resources within ten (10) working school days after the most current list has been posted.

The Director of Transportation or his/her designee shall maintain a seniority list for Bus Drivers and Bus Monitors. An up-to-date seniority list shall be posted and a copy provided to the OTA President and OTA Head of Communications. Employees shall submit objections in writing to the Director or Assistant Director of Transportation within ten (10) working school days after the most current list has been posted. Only objections from the most recent posting will be reviewed by the Director or Assistant Director of Transportation.

Employees on an approved paid leave of absence, including approved Worker's Compensation, shall continue to accrue seniority.

An Employee on an approved unpaid leave of absence of three (3) or more consecutive working school days will not accrue seniority during the actual leave-except when the leave is covered under the Family and Medical Leave Act (FMLA) or Uniformed Services Employment and Reemployment Rights Act (USERRA). The Employee's seniority date will be adjusted upon their return to work. The Employee may submit a written request to the Director of Transportation to not adjust their seniority date due to unforeseen, severe medical circumstances. The Director of Transportation or designee shall issue a final decision that is non-precedent setting and exempt from the grievance process.

5.2.C Seniority Calculation for Part-Time Employee

A part-time Employee shall receive one (1) day of seniority for every (2) working school days worked.

5.2.D Reasons for Loss of Seniority

An Employee forfeits any accrued seniority based upon any of the following:

- A. Resignation
- B. Dismissal for cause
- C. Retirement
- D. Expiration of the Reduction-in-Force (RIF) recall period
- E. Unapproved leave of absence

5.2.E Employment Categories

Employees will be listed in the following categories for purposes of determining their seniority.

(1) Bus Driver (2) Bus Monitor (3) Crossing Guard (4) Dean's Assistant

An Employee's service and seniority shall only apply to the category in which it was earned beginning on the first day of their probationary period. An Employee who applies for a position in another category and is accepted will begin seniority upon completion of all requirements of the position. The Employees service and seniority shall revert to that which was held from the former position/category immediately prior to the transfer should the Employee return to their former position/category.

5.2.F Work Assignment Posting and Procedures

Work performed by Employees shall be awarded by Employee category as listed in Section 5.2.E of this Agreement and then seniority unless stated otherwise in this Agreement.

The initial route preview at the beginning of each school year will be posted electronically (e.g. Google Drive) for two (2) business days prior to selection. The Director of Transportation or his/her designee shall specify dates, times and location to Employees no less than ten (10) business days prior to the first preview day via Employee email or first class mail.

Route selections will be started by Bus Drivers in odd numbered years and by Bus Monitors in even numbered years.

During the initial route selection process, if no route package is available, the Employee will be placed in substitute status.

As work becomes available after completion of the initial school year selection process, the work will be posted for preview and bidding for seventy-two (72) hours from the time that it is placed on the selection board. The work posted is open to all eligible Employees as long as it does not result in a reduction in guaranteed hours. The senior eligible Employee shall be awarded the available work and a copy of the posting results shall be provided to the Association President. All available work will be posted within five (5) business days of becoming available.

Available postings will contain the Employee Category, general description of work duties, qualifications, open and closing date of posting, estimated start time, and attending schools.

All Bus Drivers and Bus Monitors must attend and successfully complete a special education training program to be eligible to select a route.

Management shall assign buses to all route packages and identify the vehicle number on the posting. Management may make vehicle assignment changes to meet the needs of the employer.

Available runs will be packaged to include one or more of the following: am route, pm route, shuttle, activity, etc. in any combination provided the guaranteed minimum hours are met. Midday routes will be bid separately. Midday routes that are not bid upon will be assigned to the least senior Employee as long as it doesn't conflict with their other assigned routes. Employees will select a work assignment on the basis of category, then seniority, not to exceed forty (40) hours per week. Once an Employee has selected a work assignment, they may not change or voluntarily give up the work for the first fifteen (15) working school days from the date awarded or the last fifteen (15) working school days of the school year.

All work assignments must be bid on in their entirety and are not eligible to be split except under Section 5.2H of this Agreement. If an Employee bids on and is awarded additional work through the posting procedures, it becomes a part of the Employees entire work assignment.

In the event that two Employees in the same category desire to share a work assignment, they shall submit a written plan to the Director of Transportation or designee regarding which portions of the assignment shall be covered by each Employee. Any such plan shall be submitted during the seventy-two (72) hours prior to route selection and responded to within

forty-eight (48) hours by the Director of Transportation or designee. Once approved, the two drivers will view routes together, on selection day both will be present at the senior driver's route selection time, and both drivers will present and sign all necessary documents at that time. The Director of Transportation or designee shall then issue a final decision for signature by both Employees and the OTA President which shall not be subject to the Grievance procedure.

An Employees number of daily work hours may not be reduced below the minimum guaranteed hours as stated under Article V, Sections 5.2.M and 5.2.N of this Agreement once a work assignment is awarded or assigned except when an Employee voluntarily gives up or is awarded a new work assignment. At no time can an Employee select, be assigned or awarded a work assignment that exceeds forty (40) hours per week unless agreed upon between the Director of Transportation and the OTA President due to unusual circumstances. Management may adjust routes to eliminate overtime at any time.

In the event a posted work assignment is not bid on by an eligible Employee, it will be assigned to the substitute Employee with the lowest seniority. If no substitute Employees are eligible or available, then the work will be assigned to the standby Employee with the lowest seniority.

5.2.G Summer Work Assignment Posting and Procedures

Language stated under Article V, Section 5.2.F, 5.2.H, 5.2.K, 5.2.L, 5.2.N shall apply except as stated herein.

A preliminary set of summer school route packages will be posted for two (2) working school days prior to route selection. The Director of Transportation or his/her designee shall specify dates, times and location to Employees no less than ten (10) working school days prior to the last day of the regular school year.

If an Employee bids on and receives a summer school route and later gives up that route, for any reason after the route has started, he/she shall not be allowed to bid on any other work for the remainder of that summer. An Employee who selects a summer work assignment is not eligible for any additional summer work including field trips unless no eligible Employees are available and they are next in seniority rotation. Summer route packages may not be split.

To be eligible to select a summer route package, the Employee must be available for the entire term of the assignment.

An "Extra Work" sign-up sheet shall be posted during the summer school route selection process. Employees who do not select a summer route will be listed in seniority order and a copy will be provided to the OTA President. Employees who have selected a summer route who would like to be considered for Extra Work will be listed in seniority order behind those who are on the Extra Work sign-up sheet without a summer route. An Employee by written notice may request to be added or removed from these listings once the initial summer route selection process has been completed.

The dispatch center will assign open routes and extra work to standby Employees at the beginning of their shift. If additional work is still available, it shall be offered to Employees by category and in continuous seniority order who signed up for extra work as long as it doesn't conflict with their other assigned routes.

A "Summer School Field Trip" sign-up sheet shall be posted during the summer school route selection process. Employees that have signed up for field trips shall be listed on the field trip board in seniority order. Employees who have selected a summer route who would like to be considered for field trips will be listed in seniority order behind the field trip seniority list. Those Employees listed on the summer field trip board shall be eligible to bid on field trips as long as the field trips do not conflict with their other assigned routes

Field trip procedures will be followed as stated under Article XI unless in direct conflict with the procedures stated herein under Article V, Section 5.2.G.

5.2.H Work Assignment Changes

Work schedules are based upon student enrollment and are always subject to change to meet the needs of the employer including adding or removing runs, shuttles, students etc. to route packages.

The District reserves the right to make route changes determined by the Director of Transportation or designee to enhance safety, efficiency, customer service, reduce or eliminate overtime or other operational considerations. Additions or eliminations to a route package does not constitute a new route and is not required to be reposted. The Director of Transportation or designee will provide written notice to an employee of any route change prior to implementation.

If a Monitor is taken off their run and/or route due to discontinued need for a Monitor on said run and/or route, the Monitor shall, regardless of seniority, have the right to bid on an available replacement run and/or route prior to other Monitors. The Monitor shall be placed in substitute status until a replacement run and/or route is available for bid. If the Monitor does not bid on an available replacement run and/or route, they waive this preferential bidding status and shall remain in substitute status.

The Director of Transportation or designee shall meet with an Employee and the OTA President or his/her designee if a change to their route package increases the Employees work hours by more than fifteen (15) minutes at the beginning or end of a route and causes a personal hardship on the Employee. A request to consider an Employee's personal hardship will only be considered if the Employee informs the Director of Transportation in writing within two (2) working days of the notification. A meeting will be held to discuss the personal hardship and to reach an agreement amicable to all parties.

5.2.I Voluntary or Involuntary Release of Work Assignment

An Employee may voluntarily give up their work assignment in its entirety once per school year. The Employee will be granted substitute status. The Employee may bid on work as it becomes available excluding the route given up for the remainder of the school year.

When an Employee is being considered for an involuntary transfer, a reduction of hours, or the termination of a work assignment, Administration will:

- A. Make known its rationale and intention to the Employee, and
- B. Will permit the Employee to share his/her reactions to the proposed change.

The final decision for all transfers, reduction of hours and/or termination of work assignments remains with Administration.

5.2.J Assignment of Daily Open Work Assignments (excluding field trips)

Employees who have completed a written request to be included in the Daily Open Work Assignment process will be listed on a "Daily Open Work Assignment" sign-up sheet in seniority order. An Employee who has not submitted such written request or has requested to be removed from the Daily Open Work Assignment process will not be eligible for any open work assignments.

On the last two days of each work week, Employees shall select the days they are available for open work assignments for the following week by placing their initials in the box of the day or days they are available.

The dispatch center will assign daily open work assignments to standby and substitute Employees at the beginning of their shift. If additional open work is still available, it shall be offered to Employees by category and in continuous seniority order who have signed up for daily open work assignments and would not be in overtime. The dispatch center may place an Employee in overtime if all other avenues have been exhausted. An Employee who has declined open work three (3) consecutive times shall be removed from the rotation for ten (10) working school days.

If an Employee will be on an extended leave of sixty (60) working school days or less, their route package shall be posted as a temporary route until they return to work. If an Employee will be on an extended leave of sixty-one (61) working school days or more, their route package shall be posted as a permanent route. Upon return from a leave of sixty-one (61) working school days or more, the Employee shall be granted standby status with the same number of hours as their original route package.

5.2.K Bid Proxy

Any Employee knowing they will be absent during the time set aside for bidding may elect to have an OTA Board Member place the bid on their behalf. The proxy must specify the name of the Employee to bid and be signed by the absent Employee. The OTA President and the Director of Transportation or his/her designee must be notified in writing of the Bid Proxy prior to bidding. All bid selections made by the absent Employee using this proxy process shall be final and subject to all rules as if the Employee made the bid in person.

An electronic/telephonic bidding process will be used during any one bid selection cycle as an alternative to the current bidding process if mutually agreed by the Director of Transportation and OTA President.

5.2.L Report Times

Bus Drivers report time shall be stated on the route posting. The report time shall not be less than twenty (20) or more than thirty (30) minutes prior to departure when a DOT inspection is required. Report time for extra work, midday, pm and field trip work assignments when a DOT inspection is not required will be no more than fifteen (15) minutes prior to departure.

Bus Drivers shall use report time as well as available route time to fuel, sweep, and complete required paperwork and perform their "walk around" (mid-day/pm/field trip) in addition to the required DOT inspection.

Bus Monitors report time shall be stated on the route posting. The report time shall not exceed fifteen minutes prior to departure including extra work, midday, am and/or pm route or field trips.

Crossing guards shall report to their school/assignment thirty (30) minutes prior to the time they are required to be at their post.

Breaks between runs of fifteen (15) minutes or less shall be paid at the Employee's regular hourly rate.

Time worked in excess of scheduled route hours shall be paid based on rounding hours as defined in Section 1.5C of the Agreement.

Employees who are tardy 1 to 7 minutes shall be subject to discipline but shall not be docked pay due to their tardiness. Employees who are tardy 8 or more minutes shall be subject to discipline and shall be docked pay due to their tardiness.

5.2.M Minimum Contract Route Package Hours (Regular School Year)

Bus Driver:

- Four Tier Route Package: guaranteed six and one half (6.5) hours per day as shown on the route posting.
- Three Tier Route Package: guaranteed six (6.0) hours per day as shown on the route posting.
- Two Tier Route Package: guaranteed five (5.0) hours per day as shown on the route posting.
- One Tier Route Package: guaranteed four and one half (4.5) hours per day as shown on the route posting.
- Employees selecting/covering midday work shall be guaranteed a minimum of one and one half (1.5) hours per day.
- A bus driver's regular assignment may include double back runs (two or more runs to the same location). An Employee whose regular assignment does not include double backs shall be given an increase in their guaranteed hours by 0.5 hours for each extra run on a day on which they cover a double back run in the AM or PM.

Bus Monitor:

- Four Tier Route Package: guaranteed six and a quarter (6.25) hours per day as shown on the route posting.
- Three Tier Route Package: guaranteed five and three quarters (5.75) hours per day as shown on the route posting.
- Two Tier Route Package: guaranteed four and three quarters (4.75) hours per day as shown on the route posting.
- One Tier Route Package: guaranteed four and one quarter (4.25) hours per day as shown on the route posting.
- Employees selecting/covering midday work shall be guaranteed a minimum of one and one half (1.5) hour per day.
- A bus monitor's regular assignment may include double back runs (two or more runs to the same location). An Employee whose regular assignment does not include double backs shall be given an increase in their guaranteed hours by 0.5 hours for each extra run on a day on which they cover a double back run in the AM or PM.

Bus Driver and Monitor minimum guaranteed exception:

The minimum guarantee shall not apply if an Employee bids and/or receives a work assignment that overlaps their current work assignment; the new scheduled work assignment hours will be reduced by the amount of overlapped time.

At no time and under no circumstances shall an Employee receive compensation more than once for hours worked regardless of category or work duties.

5.2.N Minimum Contract Route Package Hours (Summer School)

Summer school route package hours shall be guaranteed four (4) hours and extra work shall be guaranteed two (2) hours per day.

In the event a summer work assignment is cancelled with less than a two (2) hour notice on a scheduled work day, the Employee shall be paid actual hours lost not to exceed four (4) hours provided the Employee reports to work during normal scheduled work hours. The Employee will be given standby and/or other available work.

If the Employee was given a timely notice (more than two (2) hours), they will not be eligible for cancellation pay but may be offered work if available.

5.2.O CDL, Permit, Physical, Annual/Random Alcohol and Drug Testing

A Bus Driver shall be reimbursed actual fees incurred for their CDL License and School Bus Permit provided the Employee submits an updated copy of their license, a receipt and has remained in compliance with all applicable licensing requirements. The District will not reimburse for additional endorsements or payment fees. If a Bus Driver does not remain employed by the District for more than six (6) months, the Bus Driver shall reimburse the District up to Five Hundred Dollars (\$500.00) in training costs.

It is the Employee's responsibility to ensure they are in compliance with federal, State and local Laws and District requirements regarding their permit and license. Although the District may assist with reminders, the District assumes no responsibility. Any additional expenses shall be the responsibility of the Employee.

If an Employee becomes ineligible to perform their work duties due to the expiration or revocation of the driver's license or permit, the Employee will immediately be placed on an unpaid suspension.

An Employee who fails to have the license and/or permit fully reinstated within 20 days of the date of expiration or revocation will be recommended for termination (gross misconduct) to the Board of Education.

Physical Examinations and Drug and Alcohol Testing

An Employee required to take a physical examination and/or drug and alcohol testing must meet all applicable laws and the policy and procedures of the School District. Annual exams and testing must be scheduled outside of the Employees scheduled work day. Employees may be subject to random drug and alcohol testing.

An Employee shall have their annual physical, and annual drug and alcohol testing conducted by one of the District's Transportation Center health providers. The Employee shall notify the Director of Transportation which health provider is selected at least ten (10) days prior to their appointment. The Employee shall receive actual time spent, submitted by timecard at their regular hourly rate and all testing and travel expenses.

The District shall pay all expenses for a basic exam and drug/alcohol testing. If the District's health facility requires additional information or testing from the Employee's primary care physician or another medical agency, the Employee shall not be entitled to compensation.

5.2.P Reduction-In-Force (RIF)

In the event of a reduction-in-force (RIF) the Board shall first dismiss the Employee with the least seniority within the affected classification, provided the Employees, not subject to dismissal, are qualified to fill the positions remaining in the classification after the reduction-in-force. If the unaffected Employees are not qualified to fill the remaining positions, the least senior Employee who is not qualified to fill the overall remaining positions shall be subject to layoff rather than the least senior Employee overall. Employees who are removed or dismissed for such reason shall receive a written notice of honorable dismissal by first class mail and by certified mail at least thirty (30) days before the Employee is removed or dismissed in accordance with 105 ILCS 5/10-23.5 of The School Code.

Employees subject to a RIF may apply for any vacant position throughout the District. An Employee subject to a RIF who accepts an employment offer in another District department retains their recall rights under Paragraph 5.2Q of this Agreement.

5.2.Q Recall Procedures and Rights

If a vacancy occurs for the following school term or within one calendar year from the beginning of the school term following the reduction-in-force, the Board shall offer the vacant position to the Employee with the most seniority on the recall list that was dismissed from the same classification and is qualified to hold the position. To be "qualified" for a position, an Employee must meet the job description requirements for the position. An Employee's failure to maintain the necessary statutory or licensing qualifications for a particular classification will result in a waiver of recall rights to any vacancy arising in such classification during the recall period. Any recalled Employee shall retain his/her previously accumulated seniority and other benefits but shall not accrue additional seniority for the period after the honorable dismissal and the prior to reemployment.

To be eligible for recall, an honorably dismissed Employee must provide to the Executive Director of Human Resources in writing, the address where the Employee may be reached. The Employee must also notify the Executive Director of Human Resources, in writing, within five (5) working school days of the Employee's certified receipt of the notice, of the acceptance of any vacant position offered to the Employee during the recall period. The Employee's failure to notify the Executive Director of Human Resources of acceptance of any vacancy shall constitute rejection of the offer of employment. Any Employee who rejects an offer of an available position in any classification in which he is qualified shall be deemed to have waived his recall rights under 105 ILCS 5/10-23.5 of The School Code.

5.2.R Layoff Compensation

When a member of this bargaining unit is dismissed by the Employer as a result of a decrease in the number of Employees or the discontinuation of the Employee's job, the Employee shall be paid all earned compensation on the next pay period in accordance with Section 5/10-23.5 of The School Code.

5.2.S Department Meetings and Training Sessions

The District has the right to conduct mandatory meetings or training sessions it determines appropriate provided Employees are notified through an internal posting, district email or direct mail seven (7) days prior to the date of the event. Meetings will not be held on days the District is closed, but may be held on non-student attendance days with a twenty-one (21) day notice via internal posting, district email or written notice. The District will not host training sessions or meetings on Saturdays or Sundays except for State mandated driver refresher courses.

All OTA Employees will be paid at their regular pay rate for all meetings and training sessions including refresher courses.

Each year, Employees are required to attend all meetings, training, dry runs, mock days, etc. required by Administration within fourteen (14) business days prior to the first day of school through the last working school day.

5.2.T Physical Environment

The Board recognizes the need to provide a safe working environment. Employees who encounter conditions that are likely to endanger the health or safety of any Employee, shall promptly report the condition to the Director of Transportation or his/her designee. An investigation will be conducted and if the condition is determined to endanger health or safety, the Director of Transportation shall initiate a remedy. The Director of Transportation or his/her designee shall notify the OTA President of the result of the investigation.

Accident Review Committee -An Accident Review Committee composed of department Administrators and Association members shall be established to review all accidents within the Transportation Department. The Committee shall provide recommendations to the Director of Transportation or his/her designee.

A Bus Monitor shall be assigned to an Early Learning Center route with 8 or more students in integrated child seats.

The District shall offer first aid and CPR training and certification to all Employees covered by this Agreement at no cost to the Employees within one year of their initial hire and every other subsequent calendar year.

Bus Drivers and Bus Monitors who believe that a student is creating an immediate safety hazard or threat to themselves or others shall immediately contact dispatch for assistance. When necessary, the Bus Driver or Bus Monitor will complete and submit a written behavior statement for any student believed to have violated a transportation safety expectation referenced in the Student Rights and Responsibilities Code.

5.2.U Record of Hours Worked

Upon request, a Bus Driver or Bus Monitor may inspect the record of his/her time recorded on the Transportation Department's timekeeping system. If a Bus Driver or Bus Monitor makes a written or verbal request to the Director of Transportation or designee for a printout of his/her hours worked for a particular day, the Transportation Department shall provide the Employee with the requested printout.

If the Employer authorizes Bus Drivers and Bus Monitors to clock in and clock out from a remote location via a mobile app or other means, such remote clocking in/out shall not interfere with the requirement that Bus Drivers shall pick up designated items (e.g., route book, bus key, radio) at the beginning of their shift from the Transportation Department and return these items to the Transportation Department at the conclusion of their daily work assignment.

5.2.V ASSAULT/BATTERY

Employees who have been the victim of an assault or battery by a student during the performance of their assigned duties or on District 308 property:

1. Shall have the right to defend himself/herself in accordance with Board Policy and/or obtain assistance.
2. Shall notify an Administrator to call the police, parents, and the Superintendent when warranted.
3. Shall receive defense and indemnification from the Board to the extent required by law.

When an Employee has been the victim of a verified verbal or physical threat from a student, the District will take responsible steps to ensure the safety of the Employee. This may include providing student supports and/or initiating appropriate disciplinary measures to remediate the student's behavior and/or providing professional development to the Employee. Information regarding the steps to be/have been taken will be shared with the Employee and the OTA President when permitted under federal and State laws and regulations. This section shall not be interpreted in a manner that would mandate the use of exclusionary disciplinary measures or circumvent or contradict an individualized Education Program or approved accommodations under a Section 504 Plan.

In all cases when notified, the Human Resources Department shall immediately notify the Employee of any legal aid from the District that may be available.

ARTICLE VI

GRIEVANCE PROCEDURES

6.1 DEFINITIONS

- A. A "grievance" shall be any claim by the Association that there is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
- B. A "grievant" is the individual(s) who has the grievance.
- C. "Days" shall mean those days when the District Transportation Center is open for business.

6.2 TIME LIMITS

- A. No grievance shall be entertained or processed unless it is submitted to the Building Administrator within twenty (20) days after the occurrence of the event giving rise to the grievance or within twenty (20) days after the grievant knew or should have known of the event through the exercise of reasonable diligence.
- B. Time limits may be extended by mutual written agreement.
- C. The failure of the Association to file and thereafter process any grievance within the prescribed time limits will act as a bar to any further appeal. If the District does not hold a meeting or issue a response within the time limit specified, the grievance should be treated as denied at that step as of the date the meeting or response was due, and may be timely appealed to the next step.
- D. When the presence of any witness at a grievance hearing is requested by either party, illness or other incapacity of the witness shall be grounds for any necessary extension of grievance procedure time limits.

6.3 PROCEDURES

- A. After consultation with the Association President or Grievance Chair, the parties acknowledge that it is usually most desirable for an Employee, Union representative and Building Administrator or his/her designee to resolve the problem through free and informal meetings. If, however, the informal process fails to satisfy the Employee, a grievance may proceed through the formal grievance steps set forth below.
- B. It is agreed that any investigation or other handling or processing of any grievance by the Grievant or Association representative(s) shall be conducted so as to result in no interference with or interruption whatsoever of work activities of the Employees. This does not restrict the right of the Association representative(s) to otherwise investigate and prepare the grievance. Should attendance at a Step I - IV meeting require that an Association member or Association representative(s) be released from their regular assignment, that individual shall be released without loss of pay or benefits.

STEP I

An Association representative and the Grievant shall present the grievance in writing to the Building Administrator, who will arrange for a meeting to take place within ten (10) days after the receipt of the grievance. The written grievance shall identify the Grievant,

summarize relevant facts, and identify all provisions of the Agreement allegedly violated, and list specific actions requested to remedy the grievance. Within ten (10) days of the meeting, the Grievant and the Association shall be provided with the Building Administrator or his/her designee's written response.

STEP II

If the grievance is not resolved in Step I, the Association may appeal the grievance in writing to the Superintendent or his/her designee within ten (10) days after receipt of the Step I answer or within ten (10) days of the date the response was due. The Superintendent or his/her designee shall arrange with the Grievant and Association Representative for a meeting to take place within ten (10) days of the Superintendent's or his/her designee's receipt of the appeal. Within ten (10) days after the meeting, the Grievant and the Association shall be provided with the Superintendent's or his/her designee's written response.

STEP III

If the grievance remains unresolved in Step II, the Association may appeal the grievance in writing to the Secretary of the Board of Education within ten (10) days after receipt of the Step II answer or within ten (10) days of the date the Step II response was due. The grievance and the Superintendent's response to the grievance shall be heard at the next Board meeting. Within ten (10) days after the Board meeting, the Grievant and the Association shall be provided with the Board of Education's written response.

STEP IV

If the Association is not satisfied with the disposition of the grievance at Step III, then the Association may submit the grievance within thirty (30) days to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- i. Each party shall bear the full costs for its representation in arbitration. The costs of the arbitrator, the AAA, and a court reporter, if present, shall be divided equally between the parties.
- ii. If either party requests a transcript of the proceedings, that party shall bear the full costs for the transcript. If both parties order a transcript, the cost of two (2) transcripts shall be divided equally between the parties. If the arbitrator requests a copy of the transcript, the costs shall be divided equally between the parties.
- iii. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which had not previously been disclosed to the other party during the previous steps.
- iv. The arbitrator shall have no power to nullify, alter, amend, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step I, unless otherwise mutually agreed by the parties. The arbitrator shall have no authority to make any decision on any other issue not submitted. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying applicable federal laws, applicable state laws (not otherwise superseded by a lawful provision of

this Agreement pursuant to Section 17 of the Illinois Educational Labor Relations Act), or of rules and regulations of administrative bodies that have force and effect of applicable law. The arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the District under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the parties.

6.4 BY-PASSING STEPS

If the Superintendent or designee and the Association mutually agree, any step of the grievance procedure may be by-passed.

ARTICLE VII EMPLOYEE BENEFITS AND PROCEDURES

7.1 PAID HOLIDAYS

The District will provide the following paid holidays to transportation Employees: Labor Day, Columbus Day, Thanksgiving Day and the day before and after Thanksgiving Day, Christmas Day and one additional day, New Year's Day, Martin Luther King Day, Presidents' Day, one (1) spring break day, and Memorial Day.

The Employee will be paid their guaranteed route package hours, not to exceed eight (8) hours per day, provided they work the working school day immediately before and after the paid holiday. If the Employee notifies the Director of Transportation or designee of unforeseen circumstances, the Director may, after consultation with the OTA President, waive this requirement on a case by case basis. The decision of the Director of Transportation is final and not subject to the grievance process.

July 4th is a paid holiday for Employees who have a summer route assignment of three (3) or more days per week. Juneteenth is a paid holiday for Employees who have a summer route assignment of three (3) or more days per week when Juneteenth occurs on a weekday.

The Employee will be paid their daily summer route package hours, not to exceed eight (8) hours per day, provided they work the working school day immediately before and after the paid holiday.

7.2 SICK LEAVE

Sick leave shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, or serious illness or death in the immediate family or in the household, or birth, adoption, or placement for adoption. Immediate family, for the purposes of illness, shall be interpreted to mean husband, wife, son, daughter, mother, father, brother, sister, step-son, step-daughter, step-father, step-mother, step-brother, step-sister, brothers-in-law, sisters-in-law, parents-in-law, grandparents or grandchildren. Household shall be interpreted to include any person living within the Employee's home. Employees may use accumulated sick leave for attendance at funerals.

Paid sick leave shall be paid at the Employee's normal hourly rate for their daily scheduled hours, to include AM/PM and Mid-Day route, not to exceed eight (8) hours per day.

- 7.2.1** Employees shall be granted ten (10) sick days per year. Sick leave may be accumulated up to two hundred forty (240) days. Illinois Municipal Retirement Fund (IMRF) requires two hundred forty (240) days for maximum benefit of one (1) year toward retirement.
- 7.2.2** Employees who enter employment with the District during the school year shall receive sick leave on a prorated basis.
- 7.2.3** Employees shall be granted one or more shifts (AM, PM, or Mid-day) off with pay. The number of hours deducted from the Employee's accrued sick leave shall be equal to the Employee's guaranteed hours for that shift, not to exceed eight (8) hours per day.
- 7.2.4** Probationary Employees shall not be eligible for paid sick leave; however, upon successful completion of the probationary period, they shall be credited for sick leave from the initial date of hire.

7.2.5 Employees may be required to provide the District with a physician's certificate if they request paid sick leave after an absence of three (3) consecutive days for personal illness or as the Director of Transportation or his/her designee may deem necessary in other cases (e.g. sick time to extend holiday pay.).

7.2.6 Employees who are regularly scheduled to work three (3) or more days per week during the summer months shall receive one (1) additional sick day for a total of eleven (11) days.

7.3 PERSONAL DAYS

All full time Employees shall be granted two (2) personal days per year and must receive prior written approval from the Director of Transportation or his/her designee except in the case of an immediate emergency.

A full personal day shall be paid at the Employee's normal hourly rate for their daily guaranteed hours, to include am/pm and midday route, not to exceed eight (8) hours per day.

Personal business days shall be used for urgent and personal business, which cannot be conducted outside regularly scheduled work hours. Personal business leave shall not be used during the first or last ten (10) school days of the school year or the school day immediately before or after a holiday period. Personal business leave days shall not be used on consecutive days (e.g. Friday and the following Monday). Employees may not use personal days during summer work assignments. Unused personal days shall be converted to sick days at the end of each school year. Any of these conditions may be waived by the Director of Transportation and/or his/her designee.

7.4 ATTENDANCE BONUS

Beginning in January 2023, a bonus period shall consist of each month in which school is in session excluding June and July. To be eligible for the applicable attendance bonus, Employees must be in an active, full-time status with zero absences, except as described below, for the entirety of the bonus period. An attendance bonus of Seventy Five Dollars (\$75.00) per month shall be paid on the first regularly scheduled payroll following the conclusion of the bonus period in which the Employee has zero absences (e.g. the bonus period for the month of February would be paid on the first regularly scheduled payroll in March). As used in this section, an absence is each day (part or full) an Employee is absent from work regardless of reason with the exception of the following:

An Executive Board Member of the Oswego Transportation Association (OTA) who is required to attend a District or Union business event shall not have such absences count against an attendance bonus, provided a fourteen (14) day advance written notice is provided to the Director of Transportation or his/her designee. The Director of Transportation may require verification.

An Employee who qualifies and provides verification for a paid absence due to Bereavement, Jury Duty or Military Leave shall not have such absence count against an attendance bonus.

An Employee who works an entire school year with no absences shall receive an additional \$500.00 at the end of that school year.

7.5 BEREAVEMENT DAYS

A maximum of two (2) working school days per year shall be allowed on account of the death of an immediate family member. Bereavement leave will not be counted against an Employee's sick leave accumulation. Additional days may be deducted from sick leave if more time is needed. Unused bereavement leave days will not carry over from one year to the next. For purposes of this section, "immediate family" shall be interpreted to mean husband, wife, daughter, son, mother, father, brother, sister, stepson, stepdaughter, stepfather, stepmother, stepbrother, stepsister, brother-in-law, sister-in-law, parents-in-law, son-in-law, daughter-in-law, grandparents or grandchildren. Any person living within the Employee's home shall be included in this interpretation.

7.6 MEDICAL, DENTAL AND VISION INSURANCE

The Board of Education shall provide for each Employee covered by this Agreement, who works twenty-five (25) hours or more per week, an insurance plan for hospitalization, major medical group insurance, dental and vision insurance coverage. Employees and their immediate dependents, as defined by the carrier's policy, shall be covered under a comprehensive health/hospitalization, a dental and vision program. Participation in the District's insurance program is voluntary.

Either party may demand to reopen this section of the Professional Agreement upon written notice to negotiate any additional financial obligations imposed on the Board of Education due to the Affordable Care Act.

For all medical and dental plans, the maximum Board contribution toward premium costs shall be 75% for the duration of the Agreement. For all vision plans, the maximum Board contribution toward the premium costs shall be 100% starting in the first month after this Agreement is executed by the Parties.

7.7 LIFE INSURANCE

The Employer will provide each Employee who works a minimum of twenty (20) scheduled hours per week with a term life insurance policy, including Accidental Death and Dismemberment coverage equal to the amount of the Employee's current annual salary but no less than fifteen thousand dollars (\$15,000.00).

7.8 FLEX SPENDING ACCOUNT (FSA)

Employees are eligible to participate in a Flexible Spending Account (FSA) plan. In general, the FSA plan allows a participating Employee to designate a dollar amount to be deducted from his/her paycheck on a pre-tax basis for eligible medical, dental and dependent care expenses incurred by the Employee. Examples of eligible non-covered expenses may include medical and dental insurance plan deductibles, co-payments for office visits, eyeglasses and prescriptions, and child care expenses.

The total dollar amount is determined annually and equal payments will be deducted from each paycheck and placed into the Employee's FSA. This plan may result in a tax savings for participating Employees through the allocation of pretax dollars to the FSA.

Participating Employees may apply to receive funds from the FSA after eligible expenses are incurred. However, any unclaimed amounts in the Employee's FSA at the end of the year will be forfeited. Forfeited monies will be used to offset costs incurred by the District to manage the FSA plan. Medical and dental premiums paid by the Employee are not covered under the FSA, but can be deducted on a pre-tax basis under the Section 125 pre-tax premium plan.

7.9 ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)

The Employer will pay 100% of the IMRF contributions for the duration of this agreement.

7.10 RETIREMENT BENEFITS

In order to qualify for a retirement benefit with the District, each of the following criteria must be met:

- Have a minimum of eight (8) years of service with the District. Employees hired on or after July 1, 2018 must have a minimum of ten (10) years of service with the District.
- Turn fifty-five (55) years of age by June 30th of the year of retirement.
- Submit a letter of intent to IMRF thirty (30) to sixty (60) days before the anticipated date of retirement.

7.11 RETIREMENT BONUS

The following retirement bonus shall be given to each Employee who fulfills the requirements listed in section 7.10 of this Agreement.

In school years 2022-2023, 2023-2024, & 2024-2025:

- A bonus of \$150.00 per year will be paid for each year of District 308 transportation service.

In school year 2025-2026:

- A bonus of \$180.00 per year will be paid for each year of District 308 transportation service.

An Employee who has completed eight (8) years of service in the OTA may choose to be paid for their sick days at sixty (\$60.00) dollars for each day not to exceed a maximum of eighty (80) days in lieu of applying those days toward their IMRF retirement.

However, should the retirement bonus cause the Employee to exceed a five (5) percent increase over his/her IMRF earnings for the 12 months prior to the final earning period, the bonus shall be reduced so that the Employee's increase equals five (5) percent. Any amount remaining from the retirement bonus not paid prior to the date of retirement shall be paid to the Employee sixty-five days after his/her date of retirement.

7.12 DEFERRED COMPENSATION

Employees may enroll in a tax sheltered or Roth deferred compensation program through a District approved company during the months of September through May of the school year. The policies will go into effect on the 15th of the month, with signed agreements at the District 308 Administration Officer no later than the 30th of the preceding month.

7.13 JURY SERVICE

Any Employee called for jury duty shall be paid his/her full compensation for such time with no loss of any leave, seniority, or any other benefits. The Employee shall submit to the Employer any compensation received specifically for jury duty.

7.14 FAMILY AND MEDICAL LEAVE

The Board will comply with its obligations under the Family and Medical Leave Act (FMLA). Employees may reference the Family and Medical Leave School Board Policy 5:185 on the District website.

7.15 ABSENCE DUE TO DUTY CONNECTED INJURY

When an Employee is injured on the job, the Employee is to notify the Director of Transportation or his/her designee and complete an Employee accident report within twenty- four (24) hours of the injury. The Director of Transportation or his/her designee will then contact the Benefits Secretary at the District Administration Center. The injured Employee should seek medical assistance from the District's medical provider.

Full salary is paid by the District for the date of injury. When the Workmen's Compensation provider begins paying 2/3 of the injured Employee's salary; the Employee will endorse the check over to the District. The District will then continue to pay full wages to the Employee and will deduct 1/3 of a day of sick leave for every day absent. Payment from the District will cease when all sick leave has been exhausted. From that point on, the Employee will keep the check issued by the Workmen's Compensation provider.

7.16 UNPAID LEAVE OF ABSENCE

An unpaid leave of absence of up to one (1) year may be granted by approval of the Board to an Employee. If an Employee returns during a school year, upon return, the Employee will be placed in a substitute position for which he/she qualifies. The Employee shall inform Human Resources in writing of their intent whether they will be returning no later than sixty (60) days prior to their expected return date. Failure to provide intent in writing by the deadline will be deemed a voluntary resignation.

ARTICLE VIII EMPLOYEE COMPENSATION

8.1 PAYCHECK DISTRIBUTION

Paychecks will be distributed on the 15th and 30th of each month. If the 15th or the 30th fall on a weekend or holiday, distribution of paychecks will be on the prior Business Office workday.

The Director of Transportation or his/her designee will post at the beginning of each school year, an "Extra Pay Schedule" stating the dates covered for each pay period.

When an Employee receives a paycheck with a deficiency of \$75.00 or less, the deficiency will be included in the following paycheck. If the deficiency exceeds \$75.00 and the Employee notifies the Director of Transportation or designee in writing within 72 hours of receipt of the paycheck, the Employee shall receive payment within three (3) working school days of notification to the District.

When an Employee receives a paycheck with a surplus of \$75.00 or less, the surplus will be deducted from the next pay period. If the surplus exceeds \$75.00, the Employee and Employer shall agree on a payment plan not to exceed six pay periods.

8.2 SALARY

Starting pay rates (inclusive of IMRF) for new Employees by category are set forth in the following chart for the term of this Agreement.

Starting Wage:

Category	2022-2023	2023-2024	2024-2025	2025-2026
Bus Driver	\$21.00	\$22.50	\$23.00	\$24.00
Bus Monitor	\$14.00	\$15.00	\$15.50	\$16.00
Crossing Guard	\$14.00	\$15.00	\$15.50	\$16.00
Dean's Assistant	\$15.00	\$16.00	\$16.50	\$17.00

The Executive Director of Human Resources will confer with the OTA President before determining the starting rate of pay for newly hired Bus Drivers, Bus Monitors, and Dean's Assistants with verifiable full-time experience performing duties in the category for which they have been hired. Any starting pay rate determination made under this paragraph shall be less than the rate of pay for existing employees in the category with the same experience.

The pay rate for Employees first employed on or after July 1, 2022 shall increase to the following rates in years two through four of this Agreement:

Bus Driver	Year Hired	2023-2024 Rate of Pay	2024-2025 Rate of Pay	2025-2026 Rate of Pay
	2022-2023	\$22.60	\$23.20	\$24.30
	2023-2024	N/A	\$23.10	\$24.20
	2024-2025	N/A	N/A	\$24.10

Bus Monitor	Year Hired	2023-2024 Rate of Pay	2024-2025 Rate of Pay	2025-2026 Rate of Pay
	2022-2023	\$15.10	\$15.70	\$16.30
	2023-2024	N/A	\$15.60	\$16.20
	2024-2025	N/A	N/A	\$16.10

Crossing Guard	Year Hired	2023-2024 Rate of Pay	2024-2025 Rate of Pay	2025-2026 Rate of Pay
	2022-2023	\$15.10	\$15.70	\$16.30
	2023-2024	N/A	\$15.60	\$16.20
	2024-2025	N/A	N/A	\$16.10

Dean's Assistant	Year Hired	2023-2024 Rate of Pay	2024-2025 Rate of Pay	2025-2026 Rate of Pay
	2022-2023	\$16.10	\$16.70	\$17.30
	2023-2024	N/A	\$16.60	\$17.20
	2024-2025	N/A	N/A	\$17.10

Employees first employed on or before June 30, 2022 shall receive the following rates of pay through the term of this agreement:

Bus Drivers:

2021-2022 Rate of Pay	2022-2023 Rate of Pay	2023-2024 Rate of Pay	2024-2025 Rate of Pay	2025-2026 Rate of Pay
Up to \$20.18 per hour	\$22.00	\$23.50	\$24.25	\$25.00
\$20.27	\$22.09	\$23.50	\$24.25	\$25.00
\$20.70	\$22.56	\$23.50	\$24.25	\$25.00
\$20.79	\$22.66	\$23.57	\$24.32	\$25.07
\$20.97	\$22.86	\$23.77	\$24.53	\$25.29
\$21.17	\$23.08	\$24.00	\$24.77	\$25.54
\$21.48	\$23.41	\$24.35	\$25.13	\$25.91
\$22.46	\$24.48	\$25.46	\$26.27	\$27.08
\$23.16	\$25.24	\$26.25	\$27.09	\$27.93
\$23.98	\$26.14	\$27.19	\$28.06	\$28.93
\$25.52	\$27.82	\$28.93	\$29.86	\$30.79

Bus Monitors:

2021-2022 Rate of Pay	2022-2023 Rate of Pay	2023-2024 Rate of Pay	2024-2025 Rate of Pay	2025-2026 Rate of Pay
Up to \$13.21 per hour	\$15.00	\$16.00	\$16.51	\$17.02
\$13.83	\$15.07	\$16.00	\$16.51	\$17.02
\$13.99	\$15.25	\$16.00	\$16.51	\$17.02
\$14.08	\$15.35	\$16.00	\$16.51	\$17.02
\$14.64	\$15.96	\$16.60	\$17.13	\$17.66
\$16.48	\$17.96	\$18.68	\$19.28	\$19.88

Crossing Guards:

2021-2022 Rate of Pay	2022-2023 Rate of Pay	2023-2024 Rate of Pay	2024-2025 Rate of Pay	2025-2026 Rate of Pay
Up to \$13.67 per hour	\$15.00	\$16.00	\$16.51	\$17.02

Dean's Assistant:

2021-2022 Rate of Pay	2022-2023 Rate of Pay	2023-2024 Rate of Pay	2024-2025 Rate of Pay	2025-2026 Rate of Pay
Up to \$14.65 per hour	\$16.00	\$17.00	\$17.54	\$18.08
\$14.86	\$16.20	\$17.00	\$17.54	\$18.08
\$15.15	\$16.51	\$17.17	\$17.72	\$18.27
\$16.53	\$18.02	\$18.74	\$19.34	\$19.94
\$16.68	\$18.18	\$18.91	\$19.52	\$20.13

Employee Stipends

An Employee may only be eligible for one Stipend per working school day. If more than one stipend may apply, the stipend with the highest hourly rate shall be paid. The stipend is applied to the Employee's actual hours worked.

Professional Trainer:

Employees awarded a Professional Trainer position after this Agreement is executed by the Parties will receive a stipend of \$1.00 per hour for their actual hours worked as a Professional Trainer. An Employee awarded said position prior to the execution of this Agreement will receive a stipend of \$2.00 per hour for their actual hours worked as a Professional Trainer.

Athletic Bus Driver:

An Employee will receive a stipend of \$1.50 per hour for their actual hours worked when awarded an Athletic Route as defined in Section 1.4.D of this Agreement.

Special Education Bus Driver :

An Employee will receive a stipend of \$.75 per hour for their actual hours worked when awarded a Special Education Route as defined in Section 1.4.B of this Agreement. Any other Employee who covers a special education route will receive the stipend for the hours worked.

Summer School Bus Drivers / Monitors:

An Employee will receive a stipend of \$1.00 per hour for their actual hours worked when working a Summer School route.

Longevity Stipend:

For the term of this Agreement only, Employees shall receive a stipend upon completion of 48, 96, 144, 192, 240, and 288 months of service from their date of hire. Payment shall be given on the first pay period following completion of the longevity period. The Longevity Stipend is not retroactive prior to July 1, 2022.

Upon completion of forty-eight (48) months of service:	\$250.00
Upon completion of ninety-six (96) months of service:	\$450.00
Upon completion of one hundred forty-four (144) months of service:	\$650.00
Upon completion of one hundred ninety-two (192) months of service:	\$650.00
Upon completion of two hundred forty (240) months of service:	\$650.00
Upon completion of two hundred eighty-eight (288) months of services:	\$650.00

8.3 OVERNIGHT FIELD TRIP COMPENSATION

One night field trip total (up to 26 hours):	\$300.00
Two night field trip total (27 to 50 hours):	\$495.00
Three night field trip total (51 to 74 hours):	\$665.00
Each additional night above three nights:	\$185.00

On working school days, an Employee's overnight calculation of hours will begin once they have met their guaranteed hours each day. Room accommodations shall be provided at no cost to the Employee.

8.4 FIELD TRIP MEAL ALLOWANCE

An Employee who has worked between nine (9) and thirteen (13) consecutive field trip hours in a day shall receive a fifteen dollar (\$15.00) meal allowance. If the trip exceeds thirteen (13) consecutive field trip hours in a day, the Employee shall receive a twenty five dollar (\$25.00) meal allowance. An Employee on an overnight field trip shall receive a thirty dollar (\$30.00) meal allowance for each twenty-four (24) hour consecutive period on the field trip provided a meal allowance or actual meals are not provided by the sponsor of the field trip.

8.5 LEGAL TIME

Employees required to give depositions, appear in court or provide other legal assistance on work related issues when representing the interests of the District, shall be paid their normal hourly rate of pay, for all time spent.

8.6 FIELD TRIP OR ATHLETIC EVENT CANCELTION

An Employee shall be compensated three (3) hours pay at their normal hourly rate of pay if a weekend (Saturday or Sunday) field trip or athletic event is canceled four (4) hours or less from the scheduled departure time for the place of origin.

An Employee shall be compensated three hours pay at their normal hourly rate of pay if a field trip or athletic event scheduled Monday through Friday is canceled and the Employee was not notified during their scheduled work hours prior to the start of the field trip or athletic event.

An Employee shall be compensated three (3) hours pay at their normal hourly rate of pay if a District sponsored summer (not scheduled during the regular school year) field trip or athletic event scheduled Monday through Sunday is canceled four (4) hours or less from the scheduled departure time from the place of origin.

In any event stated above, the Director of Transportation or designee may require the Employee to fulfill other work duties during the originally scheduled field trip or athletic event work hours not to exceed three (3) hours. An Employee who declines the additional work shall forfeit any cancellation pay.

In any event stated above, if a field trip or athletic event was scheduled for three (3) hours or less and is canceled, the cancellation pay shall be reduced to the scheduled length of the trip or event.

ARTICLE IX TECHNICAL CLAUSE

9.1 NO STRIKE CLAUSE

During the term of this Agreement, the Association, its officers and representatives, and all Employees covered by this Agreement will not instigate, promote or participate in any strike, slowdown, or other concerted interruption of the operation of the District.

9.2 NO LOCKOUT CLAUSE

During the term of this Agreement, the Employer agrees not to lock out or otherwise inhibit the Employees from performing the duties for which they are employed.

9.3 SAVINGS CLAUSE

If any Article, Section, Clause or Application of this Agreement is declared illegal by a court or agency of competent jurisdiction, such Article, Section, Clause, or Application shall be deemed deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections, Clauses, or Applications shall remain in full force and effect.

9.4 CONTRACTUAL AMENDMENTS OR MODIFICATIONS

This Agreement shall constitute a binding Obligation on both the Employer and the Association for the duration hereof. The Agreement may be altered, changed, added to, deleted from, or otherwise modified only through the voluntary, mutual consent of the Employer and the Association. Any such alterations, changes, additions, deletions, or modifications shall be put in writing and signed by the Employer and the Association.

ARTICLE X DURATION

- 10.1** This Agreement shall be effective on July 1, 2022 and shall continue in effect through June 30, 2026. The Starting Pay and Pay Increases for the 2022-2023 school year shall be retroactive to July 1, 2022. All other tentative agreements reached by the Parties shall be effective prospectively after execution of this Agreement by both Parties.
- 10.2** The terms and conditions set forth in the Agreement represent the full and complete understanding between parties. The terms and conditions in the Agreement may be modified only through the written consent of the parties.
- 10.3** The Association President or his/her designee shall meet as needed with the Superintendent or his/her designee in order to maintain communication and discuss the welfare of the District.
- 10.4** The Association President or his/her designee shall meet as needed with the Director of Transportation or his/her designee to discuss issues relating to this Agreement. These meetings are not intended to by-pass the Grievance procedure.

ARTICLE XI FIELD TRIP PROCEDURES

11.1 BUS DRIVER FIELD TRIP SELECTION BOARD

- A. A "Field Trip Selection Board" will be posted and available for selection Tuesday through Friday of each week. The weekly selection board will be considered closed and removed on Friday at 2:00 p.m. The District and Association will meet to adjust posting schedules for short work weeks and holiday breaks.
- B. All field trips that have been received and processed will be posted for the following week listed by date and trip information.
- C. Stated trip hours will include preparation and travel time. Field trip hours are estimated based on information provided by the sponsor.
- D. Arrival Date/Time is the time the field trip is scheduled to depart the place of origin.
- E. Departure Date/Time is the time the field trip is scheduled to depart the destination.
- F. An Employee's anticipated work hours are the posted start and end times but subject to change.
- G. Field trips that require multiple buses will be designated with a 1 of, 2 of, 3 of, etc. on the field trip roster. If one or more buses for a trip are canceled, the lowest designated bus in the group (i.e., 3 of 3) will be canceled except when a special needs vehicle is required.
- H. A brief description of special education equipment or special instructions will be stated on the field trip roster.
- I. If a new field trip is received and processed during the "Selection Week" process, it will be added to the "Field Trip Selection Board" at the beginning of the following working school day.
- J. Athletic field trips that are assigned will be shown on the field trip roster with the Employees name and bus number.
- K. Field trips that state "TBA" are not available for selection unless or when the field trip information is completed and the "TBA" notation has been removed.
- L. The Field Trip Selection Board will close at 2:00 p.m. during the regularly scheduled school year.

11.2 BUS DRIVER FIELD TRIP EMPLOYEE HOURS ROSTER

- A. The Field Trip Selection Board will be posted on the first working school day each week.
- B. Employees will be listed in seniority order that have completed a written request to be included in the field trip selection process. An Employee who has not submitted or has requested to be removed from the field trip selection process will not be eligible for any field trips.
- C. An Employee may elect to not participate in the field trip selection process but may be added at a later date if they wish. The Employee will be required to submit a written request and will be placed in seniority order at the beginning of the next week's rotation.
- D. Each Employee will be assigned a field trip selection time listed in one (1) minute increments.
- E. The selection of field trips is an elective decision and is not considered a part of the Employees weekly base hours unless required on the Employees route package.
- F. Employees should always be aware of the designated pick time as it may change.
- G. Employees that select a route package with assigned field trips will be included in their weekly base hours.

11.3 BUS DRIVER FIELD TRIP PROCEDURES (SELECTION WEEK)

- A. Beginning on the second working school day each week, an Employee listed on the "Field Trip Employee Hours Roster" may select one (1) field trip at or after their assigned pick time each day the selection process is posted.

On each of the second and third working school days of the week, starting with the most senior Employee on the Field Trip Employee Hours Roster and continuing in sequence of seniority, each Employee may select one posting for the selection week, as long as the total scheduled hours for the selection week do not exceed forty (40) hours. On each of the fourth and fifth working school days of the week, starting with the most senior Employee on the Field Trip Employee Hours Roster and continuing in sequence of seniority, each Employee may select one posting for the selection week regardless of overtime status.

The Director of Transportation and OTA President shall mutually agree to modify this trip selection procedure to accommodate shortened work weeks.

- B. If it is determined that an Employee made a selection prior to their assigned pick time, the selected trip will be removed and the Employee will not be eligible to select a field trip for ten (10) working school days for the first occurrence and thirty (30) working school days for each subsequent occurrence.
- C. If an Employee or designee arrives at the field trip board after their assigned pick time and another Employee is making a selection, the late Employee must wait until they have completed their selection.

- D. When selecting a field trip, the Employee is required and must be able to arrive at the place of origin no later than five minutes prior to the scheduled pick up time. If it is determined that the Employee arrived later than required, unless it is not the fault of the Employee, will not be eligible to select a field trip for ten (10) working school days for the first occurrence and thirty (30) working school days for each subsequent occurrence.
- E. An Employee that does not have an assigned vehicle (daily route bus) that will meet the requirements of the field trip must select a field trip that will not conflict with their daily route package.
- F. An Employee may have another bargaining unit member (designee) select a field trip. The Employee is responsible for any errors made by the designee's selection.
- G. Holiday hours will not be counted toward calculating the Employee's weekly base hours for the selection week. Sick or personal leave will not be counted toward calculating the Employee's weekly base hours for the selection week if the leave has been requested before noon on the Friday prior to the selection week.

11.4 BUS DRIVER FIELD TRIP PROCEDURES (CURRENT WEEK ROTATION LIST)

- A. At the beginning of each school year and as updated, a seniority based "Current Week Field Trip List" will be established.
- B. The "Current Week Field Trip List" is used for field trips received or rescheduled in the current work week.
- C. The "Current Week Field Trip List" rotation will begin at the top of seniority each year and will remain in continuous rotation until the end of the school year. Field trips will be offered to the next eligible Employee in rotation that meets the requirements of the field trip. If there is more than one field trip available and the Employee is eligible, they may select which field trip they would like.
- D. If an Employee declines an offered field trip, they will not be eligible again until the "Current Week Field Trip List" has completed a full rotation. When an Employee has declined three (3) offered field trips, the Employee will be removed from the current week rotation list for thirty (30) working school days. The Director of Transportation may waive an occurrence under extraneous circumstances with notification to the OTA President.
- E. Employees that conduct a field trip designated as a "drop off" or "return" will be paid actual time that exceeds their daily work schedule or minimum contract hours, whichever is less. When an Employee is conducting a drop and return field trip within fifteen (15) miles from the District boundary on a holiday or weekend, they shall receive a minimum of four (4) hours of compensation.
- F. A field trip will be reassigned according to current week procedures when an Employee is absent for any portion of the working school day prior to a weekend or non-work day field trip.
- G. The Employer may assign a field trip that becomes available with two (2) hours or less notice from the scheduled start time to the first available Employee who is next in Seniority on the Current Week Field Trip List. The Employer will notify the OTA President for each field trip the Employer assigns for this reason.

11.5 BUS DRIVER FIELD TRIP PROCEDURES (OVERTIME ROTATION LIST)

- A. At the beginning of each school year and as updated, a seniority based "Field Trip Overtime Rotation List" will be established.
- B. The "Field Trip Overtime Rotation List" will begin at the top of the seniority list each year and will remain in continuous rotation until the end of the school year. When a current week field trip has not been selected after having been offered in rotation twice to all eligible Employees, it will be offered to the next eligible Employee in rotation on the "Field Trip Overtime Rotation List". When offering an overtime field trip that interferes with an Employee's normal route schedule, the Employer may assign the conflicting portion of the Employee's normal route to another Employee.
- C. If an Employee declines an offered overtime field trip, they will not be eligible again until the "Field Trip Overtime Rotation List" has completed a full rotation.

11.6 MONITOR FIELD TRIP PROCEDURES

Field Trips for monitors will be available for bid for forty eight (48) hours. Field Trips will be awarded to the senior bus monitor as long as it does not place them in overtime for that work week. Field trips with two or more wheelchairs per bus will be available for bid.

11.7 MISCELLANEOUS

- A. Employees are required to follow all field trip requirements as stated in the Employee Handbook provided it does not conflict with Article XI, field trip procedures.
- B. Changes to Article XI, Field Trip Procedures may be necessary from time to time to increase efficiency, ensure equality and to meet the needs of students, staff and the community. As the need arises, a meeting may be requested by either party to review the field trip procedures. Any change to Article XI, Field Trip Procedures must be mutually agreed upon and a memorandum of understanding signed. Changes to Article XI, Field Trip Procedures would become effective ten (10) working school days after completion of the memorandum of understanding.
- C. When an Employee is conducting a drop and return field trip within fifteen (15) miles from the District boundary on a holiday or weekend, they shall receive a minimum of four (4) hours of compensation.

ARTICLE XII

SECURITY DEAN'S ASSISTANT

12.1 DISTRIBUTION OF PAYCHECKS

Paychecks will be distributed on the 15th and 30th of each month for twelve (12) month (24 pay) employees. If the 15th or 30th fall on a weekend or holiday, their pay day will be the prior Business Office workday.

12.2 SAFETY EQUIPMENT

The District shall provide all needed safety equipment, at no cost to the Employee.

12.3 FOUL WEATHER GEAR

The District shall provide suitable foul weather gear, at no cost to the Employee.

12.4 CLOTHING ALLOTMENT

The District will provide a clothing allotment each year of \$100.00 to each Employee that is categorized as a Security Dean's Assistant to be used for purchasing spirit shirts approved by Administration.

12.5 TRAINING

The District shall provide all necessary training, at no cost to the Employee.

12.6 WORKING CONDITIONS

Normal Amount Of Contract Days*	Normal Number Of Pay Dates	Normal Work Hours Per Day**	Number of Paid Holidays	Work Hours Beginning Of Year Teacher Institute Days and Day Before Holiday	Work Hours Mid-Year Teacher Institute Days	School Improvement Days/Early Dismissal Schedule	Work Hours 5-Hour Student Attendance Day***	Work Hours Full Day Parent/Teacher Conference Day	Work Hours Last Day Of School	Summer Work Hours
177	24	7 1/2	12	7 1/2	NA	7 1/2	7 1/2	NA	7 1/2	NA

* As needed positions may be adjusted by management provided they comply with Paragraph 12.7

** Please note these are WORK hours - they do not include your 30-minute duty-free lunch

*** Security Deans Assistants have the option to leave after the building is cleared if approved by Building Principal and/or designee without pay on days no meetings or training is to take place.

12.7 NOTICE OF JOB EXPECTATIONS

Security Dean's Assistants are selected and hired by the building administration who shall determine the Security Dean's Assistants' work duties, work schedules, and responsibilities. The Human Resources Department shall notify the OTA President upon hiring new Security Dean's Assistants.

The district will provide each Security Dean's Assistant with a written Job Description and Guideline and Procedures Book for the building to which they are assigned. Security Dean's Assistants shall not be required to perform custodian, maintenance or crossing guard or clerical duties, except when the clerical duties are part of the Dean's Assistant's daily duties such as report writing or filing at the front desk.

12.8 SCHOOL ACTIVITY

When security is required at any school activity Security Dean Assistants' from that site shall be asked to perform this work prior to any other District Employee.

Security Dean's Assistant Staffing for these activities or events shall be in accordance with Seniority.

ARTICLE XIII CROSSING GUARDS

13.1 FOUL WEATHER GEAR

The District shall provide a raincoat and a cold-weather coat at no cost to the Employee. The Employee shall pick up the foul weather gear prior to their shift from the assigned building and return it to that building at the conclusion of their shift.

13.2 SAFETY EQUIPMENT

The District shall provide all needed safety equipment, at no cost to the Employee.

13.3 TRAINING

The District shall provide all necessary training, at no cost to the Employee. The District and the OTA agree that within one calendar year of signing this Agreement, a training team composed of the Assistant Director of Transportation, District Transportation Safety Coordinator, District Benefits Coordinator, a Building Principal, and the OTA Safety Coordinator will create a full training program for all current and future Crossing Guard Employees to be administered by the Administration.

Training will include both videos and hands-on instruction segments. All current Crossing Guard Employees must successfully complete this new training program no more than thirty (30) days after the implementation of the training program and annually thereafter. New Crossing Guard Employees must successfully complete this training program before their first shift and annually thereafter. All Crossing Guard Employees shall complete the annual training as a condition of continued employment.

13.4 MILEAGE

When the Employee is required to use their own vehicle to go to any location other than their assigned crossing location or their assigned building during a shift, the District agrees to pay mileage in accordance with the current Internal Revenue Service guidelines.

13.5 HIRING AND SUPERVISION

Crossing Guards are selected and hired by the building administration. The Employee reports to the Building Principal or designee who determines all work duties, work schedules, and responsibilities. The Human Resources Department shall notify the OTA President upon hiring new Crossing Guards.

13.6 SUMMER SCHOOL BUS MONITOR POSITIONS

A Crossing Guard who has successfully completed the monitor training program may select an open summer school monitor position after the bus monitor selection process has been completed. The Crossing Guard, when acting as and performing the duties of a bus monitor will be compensated at the greater of their current hourly rate of pay or the bus monitor starting pay rate, whichever is greater.

**ARTICLE XIV
AGREEMENT**

This Professional Agreement is signed and adopted this ____ day of February, 2023, in witness thereof:

LaTonya Simelton, Board President

Deachtra Nurse, OTA President

Jennifer Johnson, Board Secretary

Christine Kinley, OTA Secretary

Date

Date