AN AGREEMENT BETWEEN WEST AURORA TRANSPORTATION UNION-SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 73 AND

THE BOARD OF EDUCATION OF SCHOOL DISTRICT 129

July 1, 2024 - June 30, 2028



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PREAMBLE

The Board of Education of District 129, Kane County, Aurora, Illinois, hereinafter referred to as "Board" and the Service Employees International Union (SEIU), Local 73, Change to Win Coalition (CTW) hereinafter referred to as the "Union" recognizes that the aim of the public schools is to provide the best educational opportunities possible for the students of District 129. The Board and the Union agree that the attainment of the educational objectives of the district is dependent upon mutual cooperation between the Board and the Union. Attainment of these objectives is a joint responsibility of the Board of Education, the Administration, Supervisory Staff and the Professional Transportation Personnel. To this end, the free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations.

ARTICLE 1: Recognition

1.1 Board Recognition

The Board recognizes SEIU Local 73 as sole bargaining agent for all **Transportation Department** Employees including bus drivers, attendants, **van driver**, **delivery driver**, **lead mechanic**, mechanic, and assistant mechanic, but excluding supervisors, managerial employees, confidential employees and temporary employees as such are defined in Section 2 of the Illinois Educational Labor agreement even though such prerogative may exist under the law.

1.2 Agreement Commitment

This agreement shall constitute full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through mutual consent of the parties in written and signed amendment to this agreement. The parties shall not be obligated to negotiate during the term of this agreement even though such prerogative may exist under the law.

1.3 Bulletin Board

A bulletin board shall be provided for the use of the Union in the department training room for posting notices of activities and other matters relating to the official business of the Union. The regular District mail service shall be made available to the Union for a reasonable volume of appropriate announcements relating to the conduct of the bargaining agents' business on behalf of the bargaining unit.

1.4 Union Held Meetings

The Union shall have the right to hold general membership meetings on school district property. The District shall allow up to two (2) meetings per year on District Property. The meeting shall be conducted after the employee's regular work shift. The Union or its designee shall submit the request in writing to the Assistant Superintendent of Operations within one (1) week of planned meeting and the request will not be unreasonably denied.

1.5 Copy Machine

The Union will have access to the district's copy machine in the Transportation Office. The Union will provide their own paper supply when making copies.

ARTICLE 2: Employee Rights and Responsibilities

2.1 Dues Deduction

Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues, assessments, or fees, the Employer shall deduct such dues, assessments, and fees from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization.

Upon receipt of a notice from the Union, the Board shall, during the term of this Agreement or until authorization is revoked in accordance with its terms, deduct the regular bi-monthly union membership dues or initiation fee of such employees from their paychecks, and shall, on a bi-monthly basis, remit such deduction to the official designated by the union in writing to receive the same. The union shall notify the Board in writing of the exact amount of bi-monthly membership dues to be deducted. The authorization provided for by this section shall conform to all applicable Federal and State laws. The union shall refund to the Board or to the employee any dues which may be deducted erroneously or any monies which may be remitted erroneously to the union. The union will indemnify and hold harmless the Board of Education, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits or other claims or liability by reason of a faithful execution of this provision. The parties agree to abide by the Illinois Educational Labor Relations Act.

The Union shall indemnify and save harmless the Board and all of its agents and employees from any and all claims, demands or suits resulting from any reasonable action, or failure to act, by the Board or any of its agents or employees for the purpose of complying with the provisions of this article. The Board retains the right to select its own attorneys, and the Union agrees to reimburse the Board for reasonable attorney fees incurred in connection with this provision.

The parties acknowledge and agree that the term "written authorization" and any similar terms used in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law.

Where an employee properly revokes dues, assessments, or fees authorization pursuant to this section, the employee shall still, as a condition of employment, be required to pay or agency fees to the Union, to the extent permitted by law and this Agreement.

2.2 SEIU Committee on Political Education

The district, upon receipt of a payroll deduction authorization card signed by the employee, shall deduct from the wages of such employee the amount specified on the card as a regular contribution to SEIU COPE. The district will regularly remit such sums deducted for that purpose to the Union. The employee may at any time revoke his/her authorization of

the SEIU COPE payroll deduction in writing on a form provided by the Union for that purpose. The Union shall indemnify and save harmless the Board and all its agents and employees from any and all claims, demands or suits resulting from any reasonable action, or failure to act, by the Board or any of its agents or employees for the purpose of complying with the provisions of this section. The Board retains the right to select its own attorneys, and the Union agrees to reimburse the Board for reasonable attorney fees incurred in connection with this provision.

2.3 Discrimination

The Board agrees that it will not directly or indirectly deprive any member in the enjoyment of any right conferred under the law or this agreement, and that it will not discriminate against any member with respect to hours, salaries, discipline, terms or conditions of employment by reason of the individual's membership or elected office in the union or in bargaining with the Board, or to discriminate against any member in the institution of any grievance, complaint or proceeding under this agreement. No member shall be discriminated against on account of age, race, color, religion, sex, national origin, marital status, sexual orientation, unfavorable military discharge or physical or mental disability.

2.4 Civil Rights Damages

The Board agrees to indemnify and protect members against civil rights damage claims and suits, constitutional rights damage claims and suits, death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board. If criminal or quasi criminal proceedings are brought against a member alleging that the member committed an assault and or battery arising out of employment the Board will provide legal counsel to defend the member at the trial court level, if Board policy has not been violated.

Time lost by a member in connection with any of the above incidents shall not result in any loss whatsoever charged against the member provided Board policy has not been violated.

2.5 Assaults on Members

Assaults on members by students or adults will not be tolerated. The Board recognizes the right of members to protect themselves and/or protect a student. When an assault occurs within the assaulted member's performance of duties, such shall be reported by the member immediately to the Director of Transportation and other proper authorities. Members shall be counseled regarding the legal, criminal and civil implications of the incident.

2.6 Personal Property

Members personal property used for job related purposes and on district premises shall be covered up to one thousand dollars (\$1,000). This coverage will be based on replacement value for loss of items through fire, vandalism, theft or break in. The loss or damage of

personal property on district premises shall be reported immediately to the Director of Transportation. Police report needed.

2.7 Recognition of Web-Based and Electronically Recorded Sign-Ups

The Union will provide the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded telephone calls, by submitting to the Union an online deduction form authorization, or by any other means of indicating agreement allowable under state and federal law. The parties acknowledge and agree that the term "written authorization" and any similar terms used in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE Funds, subject to the requirements of state and federal law. The employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.

2.8 Access to Employee Lists

Monthly and for each new employee, the Employer will send the Union a list of all current employees, which shall include each employee's name, address, all telephone numbers (including personal numbers if available), personal and work email addresses, job title and number (repeated word), base hourly pay rate, language preference (if available), identification number, hours worked gross pay, and Union dues payment. The list will be provided in an agreed-upon format and transmitted electronically.

2.9 Access to Employer-Provided Email and Online Communication Systems

The Employer agrees to provide to the Union, within thirty days of the ratification of this agreement, with a complete list of all email addresses for bargaining unit members who currently have email accounts provided by the Employer and to update the list on a monthly basis. The updated list shall be provided electronically to the Union by the employer on or before the first workday of each month. The Union shall have the right to send emails to the members of the bargaining unit with their origin as Union communications being clearly identified, regarding meeting notices and any other Union business. In order to foster good communications among members of the bargaining unit, the Employer shall post a full and complete copy of this Agreement within ten (10) days of the signing of this agreement on the Human Resources page of its website.

2.10 Union Steward Representation Activities

The Union may designate union stewards who shall be granted reasonable time during working hours to conduct union representation activities without loss of pay, so long as it does not interfere with work completion or require coverage. Outside of normal working hours, stewards will not be compensated by the district to represent members. A non-exhaustive list of union representation activities includes adjusting disputes, observing and investigating working conditions, collecting dues/fees, meeting with employees concerning possible union membership, conducting new employee orientations, ascertaining that this Agreement is being adhered to, representation of employees at meetings, including predisciplinary meetings, investigating and processing grievances, up to and including arbitration, engaging in union contract negotiations and labor- management meetings with the employer, participating in union steward training, posting or distributing notices or information, and other legitimate union business. The district does not compensate stewards for negotiations or matters directly related to the administration of the contract. The district will accept payment from the union for steward hours for conferences, meetings etc. assuming it does not create a staffing problem.

2.11 Dignity and Respect

The district is committed to providing a workplace where all employees, regardless of their classification or pay status, treat each other in a manner that maintains generally accepted standards of human dignity and courtesy. Employees alleging, they have not been treated accordingly may file a grievance. The decision reached at Step 4 (Board of Education) shall be final. The parties, as an alternative, may choose to mediate any violations under this section with the Federal Mediation and Conciliation Services. (FMCS).

2.12 Employee Safety

The district is committed to providing a safe workplace for all employees, regardless of their classification. The district agrees to abide by all laws, rules and regulations when it comes to Employee Safety, which are governed by, but not limited to OSHA, IDOT, ISBE, DCFS and any other Law Enforcement Agencies.

2.13 New Member Orientation

The district shall notify the Union of all new employees within ten (10) days of the hire date. The district shall allow up to one hour for the Union Representative or designee to conduct a new member orientation with newly hired employees, without loss of pay.

ARTICLE 3: Progressive Discipline

3.1 Definition

Progressive discipline shall be defined as verbal warnings, letters of direction, letters of reprimand, suspension with or without pay and discharge for just cause.

3.2 Decisions

Final decisions regarding discipline will not be made until after the employee has had an opportunity to meet with management and respond to the allegations.

3.3 Steps of Discipline

In issuing discipline, the district will use progressive discipline, except for gross misconduct, including the following:

3.3.1 Issuance of Verbal Warning

This warning, issued by the member's immediate supervisor, will be summarized in writing and given to the member after meeting with the supervisor to document the verbal warning. This written summary will be placed in the member's personnel file.

3.3.2 Letter of Direction

This notice, issued by the Director of Transportation will be summarized in writing and given to the member after a meeting where the member has had the opportunity to respond to the information presented at the meeting. This written summary will be placed in the member's personnel file.

3.3.3 Letter of Reprimand

This issued by the Superintendent or his/her designee will be summarized in writing and given to the member after a meeting where the member has had the opportunity to respond to the information presented at the meeting. This written summary will be placed in the member's personnel file.

3.3.4 Suspension Without Pay

Suspension(s) without pay issued by the Superintendent or his/her designee, will be summarized in writing and given to the member after a meeting where the member has had the opportunity to respond to the information presented at the meeting. This written summary will be placed in the member's personnel file. Suspensions without pay up to and including five (5) workdays are not subject to the binding arbitration provisions of this contract.

3.3.5 Termination

Termination of employment will only occur after a meeting where the member has had the opportunity to respond to the information presented at the meeting. The member will also be granted an opportunity to appear before the School Board and present information bearing on the reasons for termination. At this meeting the employee may be represented by no more than two (2) members of the union and a representative from SEIU Local 73.

3.3.6 Final Decisions Regarding Discipline

Final Decisions regarding discipline will not be made until after the member has had an opportunity to respond to the allegations and the district's intent with regard to discipline.

3.4 Notification of Personnel File

The Chief Steward or their designee, the Local and Human Resources will be informed of any situation resulting in discipline.

Unfounded Investigations

When the School District Administration finds an allegation unfounded, all written documentation of the incident, including any notices referring to administrative leave, notices regarding investigatory meetings, and other written documents related to the investigation must be removed from all district files and not referred to in any future disciplinary proceeding.

3.5 Probationary Period

All employees shall serve a ninety (90) day probationary period commencing on the first day of work. A workday is defined as any day for which an employee is paid, excluding holidays. Probationary employees will be reviewed at thirty (30) days, sixty (60) days, and ninety (90) days. Employees who separated from employment in good standing but only remain separated for less than twelve (12) months will complete a probationary period of forty-five (45) days upon rehire. During the probationary period, employees may be disciplined or terminated without cause or recourse. Any terminations during the probationary period will not be subject to the grievance process.

3.6 Removal of Discipline

If an employee who has had a verbal, letter of direction, or letter of reprimand and has not received any discipline in a twenty-four (24) month timespan from the time of the infraction, the discipline will be removed from their file, at the Employee's request. Employees who have received a suspension and who have not received discipline in thirty-six (36) months from the time of the infraction will have the discipline removed at the Employee's request.

3.7 Bus Surveillance Cameras

The purpose of security cameras in buses is to provide for a safe and secure environment for staff and students. Cameras will not be used for evaluative purposes or to monitor staff. Data from security cameras may be viewed by appropriate District personnel in connection with investigations of suspected illegal activity, professional misconduct, or for safety/security violations. If a review of the data reveals alleged misconduct by a staff member, then the following procedure will be followed:

- 1. The employee and their union representative shall be notified.
- 2. The employee and their union representative will be allowed to review the data depicting the alleged violation, including footage before and after the alleged incident.
- 3. The employee will be advised to their right to be represented in all investigatory meetings.
- 4. Investigation and notification requirements will be in accordance with those procedures set forth in this agreement.

Should any discipline result from an investigation utilizing security camera data, then the pattern of discipline shall follow the guidelines outlined in this agreement. New hire employees shall be advised of the presence of security cameras on buses.

ARTICLE 4: Job Categories and Definitions, Assignment, Duties, Extra Trips and Field Trips, Seniority

4.1 Job Categories and Definitions

Employees will include Route Drivers, Trip Drivers, Route/Trip Driver, Flex Drivers, Special Education Drivers, Delivery Driver, Attendants, Flex Attendants, Lead Mechanic, Mechanic, and Mechanic Assistant. The categories are defined as follows:

4.1.1 <u>Drivers</u> with a Class B CDL, that drive regularly scheduled packages of AM and PM or AM midday and PM routes. This includes Regular Education Drivers, Field Trip Drivers, Flex Drivers, Route/Trip Drivers, Special Education Drivers, and Delivery Drivers.

4.1.2 <u>Regular Education Driver</u> that drive regularly scheduled packages of AM and PM or AM midday and PM routes.

4.1.3 <u>Field Trip Driver Drivers</u> regularly assigned to transport students to special events to include but not limited to field trips, sporting events and outings. This position requires Special Education Training.

4.1.4 <u>Flex Driver Drivers</u> covering absences due to the use of sick leave or personal leave for packages of Route Drivers, Route/Trip Drivers, Delivery Drivers, Special Education Drivers or Field Trip Drivers. Flex Drivers when assigned a Package will assume the hours of that package. In no event will the driver's hours be less than those contained in their flex package. This position requires Special education training. Flex drivers will have an annual orientation meeting. 4.1.5 <u>Route/Trip Driver</u> It is a combination of the Route Driver and Field Trip Driver. Route Driver minimums do not apply to this position. This position requires Special education training.

4.1.6 <u>Special Education Driver</u> Special Education Drivers transport primarily special needs students (Requires IEP or 504 plans) to or from school or special programs. Special Education Drivers are Route Drivers who are required to have additional training. Special Education Drivers are responsible for properly securing students in Wheelchairs, restraining devices and seat belts.

4.1.7 <u>Delivery Driver</u> responsible for the pickup and drop off of all district mail. Moves equipment, documents, and other material as necessary consistent with the previous agreed MOU. 13 This position and current duties will stay within the Bargaining Unit upon the retirement of the current employee.

4.1.8 <u>McKinney Vento Van Driver/Monitor</u> Drive a van to transport students safely and efficiently to an assigned location on a McKinney, Vento (MV) route. As a MV Van Driver, you understand that you Are responsible for understanding both the job description of an attendant (Monitor) and a MV Van Driver.

4.1.9 <u>IMRF/Substitute Drivers Substitute</u> Drivers are drivers willing to work on a day-today on-call basis. Substitute Drivers are not covered by this Agreement unless a Substitute Driver works consecutively for thirty (30) workdays or more. The District and Union will meet and confer to determine if a Substitute Driver meets the eligibility requirements of the Agreement. IMRF/Substitute Drivers may not drive field trips unless no other drivers are available.

4.1.10 <u>Attendants</u> Attendants are employees that have received special training and assist a Special Education Driver by attending to students on Special Education Routes.

4.1.11 <u>Flex Attendants</u> Flex Attendants cover for absences due to the use of sick leave or personal leave for packages of Attendants. Flex Attendants, when assigned a Package will assume the hours of that package. In no event will the monitors' hours be less than those contained in their flex package.

4.1.12 <u>Lead Mechanic</u> with a Class B CDL, is qualified and responsible for leading the Mechanic and the Mechanic Assistant positions. The Lead Mechanic will repair vehicles and maintain all equipment used by the district. They will also help remove snow and be required to keep a clean workspace and bus staging area. The Lead Mechanic position will be filled by the Transportation Directors. The lead mechanic will be required to hold all certifications required by state law and/or school code. If they do not receive all certifications, they will be determined unqualified for this position.

4.1.13 <u>Mechanic</u> with a Class B CDL, is assigned to repair vehicles and maintain all equipment used by the district. They will also help remove snow and be required to keep a clean work space and bus staging area. The mechanic will be required to hold all certifications required by state law and/or school code. If they do not receive all certifications, they will be determined unqualified for this position.

4.1.14 <u>Mechanic Assistant</u> Assists and supports the lead mechanic, mechanic, and all bus driving personnel. The Mechanic Assistant will be responsible for all inspecting and maintaining the proper IDOT daily pre-trip inspection report book for all buses. Class B CDL and school bus permit required as they may be utilized for route coverage if drivers are not available.

4.2 Route Packages

Route packages are a guarantee of work and hours that are bid upon by all drivers and monitors. Route packages are prepared by the district. Employees are responsible for completing their route package each day unless they are using sick leave or previously approved personal day.

4.3 Bid Process & Extra Work (Non-Guaranteed)

At the start of each school year and whenever a vacancy occurs, all Drivers and Monitors will be permitted to bid on packages. A package may consist of routes, trips and/or flex time. Packages that include field trips and flex time will clearly state the amount of guaranteed time. Packages will be assigned by seniority. Prior to the start of the new school year, a list of all available packages to be a part of the initial bid process shall be available to drivers and monitors five (5) working days prior to the bid day. Packages may be electronically posted via delivery to the employee's school district email. Packages are not allowed to be changed or altered by drivers or monitors successfully bidding on any particular package. From time to time there will be coverage needed on a temporary basis to meet the needs of students. Those instances will be considered extra work and nonguaranteed as start and end dates are not predetermined. Non-guaranteed work is defined as work other than packaged routes. Packages are allowed to be increased during the year due to student enrollment, safety, road conditions or other circumstances that add to the efficient and effective operation of transportation services. All packages or nonguaranteed work that becomes open for any reason must be posted for bid. When a driver or monitor bids on non-guaranteed work and is awarded that work, it will remain with that driver or monitor as long as it does not conflict with the driver or monitor's route package. Copies shall be provided to the Union upon request. An employee shall be paid over twenty-four (24) pay periods.

4.4 Crisis Work

Crisis Work is extra work that becomes available unexpectedly and must be assigned within a short window of time as time is of the essence. As soon as reasonably possible, Management will notify the Chief Steward of the availability of Crisis Work in writing (e.g. text or email).

In order to be eligible for crisis work, employees must write their names on the signup sheet which will be posted for three (3) days starting on the first day of school each year. For hires after the start of the school year, it must be within first three days of work. This signup sheet will be used from the third (3rd) day of school in the fall to the third (3rd) day of school in fall of the following year. To be eligible, employees must live within twenty (20) minutes of the bus barn according to Google Maps.

When deciding how many hours a potential crisis work assignment will take, Management will make a reasonable estimate based on the information available at the time. It is understood by all parties that Crisis Work by definition will be less predictable than other work.

4.5 Refusal to Work

Unless, during the time prior to the scheduled trip, a driver or monitor exceeds forty (40) hours for that week, or would exceed forty (40) hours as a result of taking the trip, any driver or monitor who accepts an extra trip must work that trip. If the driver or monitor, after accepting the trip, declines to work, the driver or monitor will be treated as the least senior driver or monitor for the following seven (7) calendar days.

4.6 Seniority

Seniority shall be defined as the length of continuous service and shall begin the first day of employment, time in title. Periods of non-paid leaves of one (1) year or less shall not constitute a break in continuous service. Any period of unpaid leave of more than ninety (90) calendar days shall not be counted in computing seniority. Employees who commence work at the start of the school year and work until the last day of school will earn one (1) year of seniority. Short term illnesses and absences will not count against the earning of seniority.

Employees who commence employment after the first day of the school term shall have their seniority prorated. An updated seniority list shall be posted before February 1st of each year, or when changes occur.

4.6.1 Reduction in Force

Reductions in force (layoffs) will be made in reverse order of seniority, with less senior employees being the first to be subject to layoff.

4.6.2 Reduction in Hours During the School Year

When a driver or monitor's package is reduced, the district will assign work to the affected employee to make up the time lost through the reduction. Efforts will be made to fulfill those hours as close as possible to the bid on package hours. Owed time shall be assigned first before bids are posted. The union will be notified of any reductions of hours that may affect the employee.

4.6.3 Summer Work

Summer work will be offered by seniority as consistent with 4.6.

4.6.4 Dry Runs/Special Education Phone Calls

At the beginning of the school year, up to 6 hours will be allowed for dry runs and special education phone calls. For summer work, up to 4 hours will be allowed.

ARTICLE 5: Grievance Procedures

5.1 Definition of Grievance

A grievance shall be defined as any claim by the Union or bargaining unit member that there has been a violation, misinterpretation or misapplication of the terms of this Agreement. The term "day" shall mean days on which the school business office is open. The time limits specified in the procedure may be extended in any specific instance by mutual agreement of the parties in writing. The district agrees to make a good faith effort to resolve all disputes involving overtime and other wage payment problems within sixty (60) calendar days of their occurrence.

5.2 Grievance Process

It is recognized and recommended that it is desirable for a problem to be resolved through free and informal communication between the parties concerned. When such informal procedures fail to satisfy the individual grievant, grievance shall be processed as follows:

Step 1

All grievances shall be in writing and shall:

- Be signed by the Grievant(s) or the Union.
- Contain a date of the alleged violation.
- Contain an explanation of the facts giving rise to the alleged violation
- Contain the specific contract sections that have been allegedly violated
- Specify the relief requested.

The Grievant(s) or Union must file the grievance with the Director of Transportation within ten (10) days of the occurrence of the grievance. The Director of Transportation will arrange a meeting with the Grievant(s) and/or the Union within five (5) days after receipt of the grievance. Within ten (10) days of the meeting, the Grievant(s) and/or Union shall receive a written response from the supervisor which shall include the reason for the decision.

Step 2

If the grievance is not resolved in Step 1, the Grievant(s) and/or the Union may appeal the grievance in writing to Human Resources within ten (10) days after receipt of the Step 1 response. The Assistant Superintendent of Human Resources shall arrange a meeting within five (5) days of the receipt of the grievance with all relevant persons who may be able to meaningfully contribute to the resolution of the grievance. A written response, including the reason(s) for the decision, shall be provided to the Grievant(s) and/or Union within ten (10) days of the meeting.

Step 3

If the grievance is not resolved in Step 2, the Grievant(s) and/or the Union may appeal the grievance in writing to the Superintendent within ten (10) days after receipt of the Step 2 response. The Superintendent shall arrange a meeting within five (5) days of the receipt of the grievance with all relevant persons who may be able to meaningfully contribute to the resolution of the grievance. A written response, including the reason(s) for the decision, shall be provided to the Grievant(s) and/or Union within ten (10) days of the meeting.

Step 4

If not satisfied with the disposition of the grievance at Step 3, the Union may submit the grievance to the Board of Education, such to be filed no later than ten (10) days following the decision of the Superintendent and/or designee. The appeal may be in writing or by way of an oral hearing, as the Union may request, and the latter shall be closed unless otherwise mutually agreed and shall be before the full Board or a committee thereof as the Board shall designate. Any such hearing shall be scheduled within ten (10) days of the date of filing of the grievance at Step 3. The Board shall communicate its decision in writing to the aggrieved member and the Union Steward within five (5) days following the hearing. Those persons who have the right to participate in the meeting at the Superintendent's level shall have the right to appear at the Board hearing.

Step 5

If not satisfied with the disposition of the grievance in Step 4, the Union may submit the grievance to final and binding arbitration. The Federal Mediation & Conciliation Service shall act as the administrator in the proceeding. If a written demand for arbitration is not filed with the Superintendent within thirty (30) days of the date of the Step 4 answer, then the grievance shall be deemed withdrawn. Fees and expenses of the Arbitrator shall be shared equally by both parties.

Within ten (10) business days of the Superintendent's receipt of the demand for arbitration the parties will request a list of fifteen (15) Arbitrators from the Federal Mediation & Conciliation Service and attempt to agree on the selection of an Arbitrator from that list. The Arbitrator will be selected by alternate striking with the Union proceeding first and the last name on the list shall be the Arbitrator. Either party may reject one entire list of Arbitrators. The Arbitrator shall be notified of his or her selection by a joint letter from the District and the Union requesting that he or she set a time and place for the hearing, subject to the availability of the Union and District representatives. The Arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall base the decision solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. Nothing herein shall preclude the right of the parties to mutually agree upon an Arbitrator without utilizing the services of the Federal Mediation & Conciliation Service.

Failure of the employee or Union to act within the time limits set forth shall preclude further appeal of grievance. Upon failure of the Employer to meet the time limits prescribed in this Article, the grievance may be advanced to the next highest level. No reprisals shall be taken by the Employer against any employee because of participation in a grievance.

Should any grievance meeting or hearing hereunder require that an employee or union representative be released from his/her regular work schedule, he/she shall not suffer any loss of pay or benefits.

All records related to a grievance shall be filed separately from the personnel files of an employee. By mutual agreement, any step of the grievance procedure may be bypassed. The time limits provided in this Article shall be strictly observed but may be extended for good cause shown by written agreement of the parties.

A grievance may be withdrawn at any level by the Grievant(s) and if withdrawn shall be treated as though never having been filed.

Each party shall bear the full cost of its representation at Step 5. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, the cost of the transcript shall be divided equally between the Board and the Union. A representative of the Union shall be permitted to attend any formal meeting or hearing hereunder.

5.3 Suspension or Termination

Any regular employee who has successfully completed the probationary period may have their employment terminated or be suspended, without pay, only for just cause.

Suspensions without pay of five (5) or less workdays are not subject to the binding arbitration provisions of this contract.

ARTICLE 6: Compensation and Benefits

6.1 Calculation of Time Worked (Salary Schedule in Appendix A)

6.1.1 Cleaning, Fueling, Pre-Trip/Post-Trip

Cleaning, Fueling, and Pre-Trip/Post-trip time will be included in the packages for bid and non-guaranteed work. For bid packages this calculation is done on a weekly basis. Packages for routes and bid work are constructed with 25 minutes included to allow for pre-trip, post-trip, fueling and cleaning. On a daily basis for route packages, 15 minutes of that time is specifically for mandatory pre-trip. Other time may be used as the driver deems appropriate on any given day. Additional time over the package will only be paid if all the time for the week was used.

6.1.2 Extra Work and Field Trips

Records of extra work and field trips will be kept by time clock or time sheet. Hours will be rounded for the week to the quarter hour.

Trips that cannot be fulfilled within route packages will be assigned to employees based on available hours; whether they have or will exceed forty (40) hours, and seniority. As one method of achieving this goal of awarding trips based on the principles of seniority and minimum overtime, the Director of Transportation or their designee will assign weekend trips on the day before by calculating hours worked during the current week. Trips that are scheduled on non-paid days, or during winter & spring break, will be offered by seniority so long as the employee does not exceed forty (40) hours for that work week. Trips that are scheduled on a paid holiday will be offered by seniority.

Employees that decline a trip after accepting it for reasons other than the trip making them exceed forty (40) for the current work week, will be treated as the least senior employee for the following seven (7) calendar days.

6.1.3 Minimum Guaranteed Work

Drivers and Monitors will be guaranteed a minimum of twenty-five hours per week via their route package. Midday work will be guaranteed one (1) hour. Drivers and Monitors assigned trips will be guaranteed a minimum of one (1) hour. The parties agree that employees are paid on an hourly basis. Drivers and Monitors who complete routes or trips in less time than the guaranteed time may be assigned and required to continue to work while on the clock.

In the event a trip is canceled less than an hour from its scheduled departure time, the affected employee shall receive One (1) additional hour of pay if the employee is already on the clock and at the pickup location. If the affected employee is not on the clock and/or the canceled trip falls on a weekend or holiday, then the affected employee shall receive a minimum of (2) hours pay.

6.1.4 Meetings/Safety/Training

Employees will be paid at the regular rate for any meetings called by the District.

6.1.5 Court Proceedings

Employees will be paid for time lost incurred while testifying in a court of law to matters directly related to the employee's work as long as Board policy and State and Federal laws have not been broken.

6.1.6 Overtime

All hours over forty (40) hours per week will be considered as overtime and paid at one and one-half times the gross their hourly rate.

6.1.7 Layover

Any Employee required to layover for thirty (30) minutes or less between assignments compensated.

6.1.8 Holidays/Paid Days Off

The following school year holidays/paid days will be paid to all employees. Pay rates will be figured at their regular daily package. Employees must work their full assignment on the last regularly scheduled workday before a holiday/paid day and their full assignment on the first regularly scheduled work day after a holiday/paid day to be paid for the holiday unless due to bereavement. Employees will be paid Fourth of July holiday pay on the first paycheck of the new school year and pay will be based on the employee's current contract. You must work the previous school year to receive this holiday. All 12 month contracted employees will be paid the July 4th on July 30th. Double time will be paid to drivers who work on holidays except for days noted with an asterisk (*). Days with an (*) will be paid at regular time. Consideration for waiver of the requirement to be in attendance before and after a holiday for any reason other than bereavement is on a case-by-case basis and may require documentation. If the school board changes the holiday calendar those holidays affected will become floating holidays. The district reserves the right to limit the amount of employees off an any given floating holiday.

Labor Day Columbus Day Thanksgiving Day Christmas Eve Christmas Day New Year's Eve (Contract 12 month employees) New Year's Day Martin Luther King's Birthday President's Day or Lincoln's Birthday Memorial Day Juneteenth** July 4th Wednesday before Thanksgiving* (in exchange for Veterans Day) Friday after Thanksgiving* Good Friday*

** Juneteenth will be paid to those scheduled to work that day. If Juneteenth falls on a weekend or a non-workday, it is not a paid holiday and no compensating day off will be provided.

6.1.9 Crisis

In the event school is cancelled by order of the Governor, Superintendent of Public Instruction, or the State General Assembly, the District will grant the employee the minimum call-in pay for time lost with the maximum of two (2) days per annum

6.2 Medical, Dental, Life Insurance

6.2.1 Medical, Dental Insurance

For each employee who desires to participate, during the duration of this contract, the Board's share will be 85% for Single coverage and be at 70% for Single plus 1 and Family coverage. Only employees who regularly work twenty- five (25) hours a week or more and who otherwise are eligible under the policy or plan may participate. "Hours regularly worked" will be determined by the length of time of the bid and awarded routes thirty (30) calendar days after the start of student attendance each year.

6.2.2 Life Insurance

The district shall provide a \$60,000 term life insurance policy for each transportation department employee.

6.3 School Bus Permit/CDL Fees and Medical Exam

6.3.1 CDL Renewal/School Bus Permit Renewal Fees

Board shall pay annual State of Illinois School Bus Driver Permit fees for all drivers. The district shall reimburse drivers for the fees to renew a commercial driver's license up to \$60.00. The district shall not reimburse any CDL driver for voluntary endorsements not required to perform the work within the Transportation Department. If your CDL license lapses because you did not renew it on time, you become ineligible to perform your job duties and therefore subject to termination. Receipts must be submitted within 30 days of completion for reimbursement. An annual refresher class, presented by the Regional Office of Education must be attended by the driver in order to have their School Bus Permit renewed. The district will pay the fee for the driver to attend the annual refresher class. Drivers & Monitor/Van Driver (monitors, lead mechanic, and mechanic are not required to attend) will participate in a (2) two-hour training sessions to be determined by the Board each year and will be paid at the applicable hourly rate.

6.3.2 Annual Medical Examination

All school bus drivers and monitor/van drivers who are renewing their school bus permit must undergo a medical examination each school year and the Board shall pay all costs of the exam, including tests for drug and alcohol, conducted by a district approved medically certified DOT provider/facility prior to the school bus permit renewal date. This must be done 30-60 days prior to the renewal date to renew your license. Any driver who must undergo a random drug or alcohol examination will be on the clock. The district, at its discretion, may require each employee to undergo a fitness for duty examination and to report the results to the Board. The Board shall pay for all costs of the exam.

All drivers (school bus & van) are responsible to make certain that their physical exam is taken and the results submitted to the state before the renewal date. If this is not done in accordance with state law and your school bus permit expires or is suspended, you will be subject to termination. School Bus permitted drivers are responsible for maintaining employee credentials to drive for the school district. An employee's compensation will not be automatically terminated for failing to renew their licensure. If licensure is not renewed, an employee will move to an unpaid status. The district will move for termination upon notice from the Secretary of State of revocation or cancelation. Employees who are returning to work from a leave will be required to possess the appropriate active licensure prior to returning from the leave. Additionally, employees will not be required to pass a District requested physical fitness examination until they are released to return to work. Obtaining any allowable state/federal extensions are the sole responsibility of the employee.

6.4 Leaves

6.4.1 Sick Leave

All Employees are entitled to twelve (12) paid days off for sick leave per year prorated, with no limit consistent with the school code. Sick leave shall accrue from year to year on the basis of the average number of hours per day worked in the years the day was earned. Year-round employees, as of July 1, 2024 are grandfathered in at fifteen (15) days. As those roles vacate, new employees will

receive 12 days. In the event a driver or monitor is off for an extended period of time the district can require a medical examination prior to the employee returning to work. In such an event the district will be responsible for the cost of the exam. The employee will receive pay for their bid on package only. During the summer, sick leave may only be used by twelve-month employees.

Unused district paid sick leave may accumulate without maximum. Employees who voluntarily separate from the district, and who have at least 100 sick days and are at least 55 years old at the time of separation, may sell back days over 100 at \$75 per day with a cap of 100 days (\$7500). Any sick day incentive will be paid with retirement incentives (if applicable) approximately 60 days after the employee's last regular paycheck.

Employees who are out on sick leave will typically not be required to provide a doctor's note until after the third consecutive day of sick leave use. Management reserves the right to require a doctor's note for sick day use of any duration if a pattern has developed.

6.4.2 Bereavement Leave

Three (3) days bereavement leave shall be granted for the death of a spouse, child, parent, sister, brother, current stepfamily, in-laws, grandmother, grandfather, grandchild, aunt, uncle, niece, nephew, domestic partnership as well as blood or adoption and/or any member of the family household. Bereavement leave shall be granted in accordance with the Family Bereavement Leave Act. For purposes of this section, "in- laws" does not apply to aunts, uncles, nieces, nephews or grandparents.

6.4.3 Personal Leave

Employees shall be allowed up to two (2) days personal leave each year. Such leave shall be provided without deduction, provided that the leave is of a nature that cannot be conducted on other than a school day. Except in emergencies, the employee taking leave hereunder shall give notice of their intention to take such leave at least two (2) days in advance of the day proposed to be absent. Personal leave shall not be granted or used on days immediately prior to or following holidays, vacations, or the first five (5) or last five (5) days of the school year except as authorized by the district. In addition, the district shall have the ability to deny personal leave when on any particular day the number of requests negatively impacts the district's ability to operate efficiently and effectively. Personal leave shall not be used for the purpose of secondary employment, extending vacations, or holidays. Personal leave may not be used in conjunction with sick leave unless an employee has exhausted sick leave. Annually, on or before June 30th of each school year, unused personal leave shall be credited to the employee's sick leave.

6.4.4 Vacation

Employees whose contract is 12 months will receive twenty (20) days of paid vacation awarded on July 1 of each year.

6.4.5 Leaves of Absence

Employees shall be entitled to written leaves of absence without pay for the following reasons and the Union shall be furnished with a copy of the leave of absence:

- Illness or injury of the employee, which requires absence from work.
- Pregnancy of the employee. Twelve (12) calendar months for employees.
- An employee on pregnancy leave may return to work prior to the termination of the leave provided the employee is released by the attending physician.
- Serious illness, injury, or death in the employee's immediate family. 6.4.8.4
- Election or appointment to office in, or as a delegate, representing the Union, requiring either temporary or full-time leave.
- Military Service
- Leaves of absence may be granted by the Board of Education for purposes other than those stated in this Article.

Employees with ninety (90) days of employment shall be entitled to thirty (30) days leave of absence and all employees with six (6) months of employment shall be entitled to a maximum of sixty (60) days leave of absence. All other employees shall be entitled to a maximum of ninety (90) days leave of absence, provided, however, that leaves granted because of the employee's election or appointment to a fulltime office in the Union shall run to the end of the employee's tenure in such office. Employees are entitled to the leave described in this section only once every three (3) years to be measured from the ending date of any previous unpaid leave. Upon return to work from a leave of absence, the employee shall be restored to the job previously held, or to a job comparable with regard to work and rate of pay. A Request for Absence form must be turned in at least two (2) weeks prior to the anticipated time of the leave. These forms are available in the Transportation Office.

6.5 District Retirement

It is up to the employee to determine when they are eligible for an IMRF retirement based on their individual age and years of service. For district purposes, an employee who has a minimum of ten (10) years' service with the district, who is/will be 55 years of age by June 30 of the year in which he/she intends to retire and who submits an irrevocable letter of intent to the School Board no later than February 1 of the year of retirement will be eligible for one of the following retirement options: Option A. If the requirements are met the employee shall be entitled to a sum of \$5,000 paid out between sixty (60) and ninety (90) days after retirement.

Option B. If the requirements are met an employee may submit intent to retire and elect to receive an additional 2% added to their hourly rate each year for up to 4 years. This incentive is over and above any other increases the employee may be entitled to due to continued service. At no time can the increase in total wages year to year exceed 6%. Total compensation will be monitored on an annual basis and management may need to deny an employee the ability to do "extra work" if doing so would cause total earnings to exceed the prior year by more than 6% and cause the district a penalty. The 2% will only be given retroactively for the first year an employee submits their request. (For example, if an employee wishes to retire in 2 years, they would only receive the increase for the current year and the following year. They would not receive 2% for the years prior to their submission).

6.6 IMRF Payments

The Board shall include the employee portion of IMRF in the employee's gross compensation. The employee portion of IMRF shall be deducted as a payroll deduction and the Board shall remit these payments, as required, to the Illinois Municipal Retirement Fund.

6.7 SPED and Flex Differential

There will be a one (1) dollar increase per hour for all drivers and McKinney Vento attendant/van drivers who transport special education students, Trip Drivers, Route/Trip Drivers, and Flex Drivers. This will be added to the driver's pay after their base hourly wage is established.

ARTICLE 7: Miscellaneous

7.1 Trip Sheets

The district will maintain a weekly trip sheet which will be made available to the Union and/or Steward upon request. Trip sheets will be posted outside the dispatch office and will be updated when changes occur.

7.2 Collaborative Bargaining

The Board and the Union shall both select no more than five (5) negotiating representatives. Both parties shall select a spokesperson. Meetings shall be held as necessary at times and places agreed to by both parties. The participants may call upon competent professional and lay representatives to consider the matter under discussion and to make suggestions. All language tentatively agreed upon shall be reduced to writing and signed as soon as practical after agreement on a total contract. When the Board and the Union reach an agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Union and the Board of Education for ratification.

7.3 Subcontracting

No employee will lose his or her job during the life of this contract as a result of subcontracting. The Board shall bargain with the Union over the impact upon employees of any decision by the Board to subcontract work currently performed by employees.

7.4 No Strike

During the term of this Agreement and any extension thereof, no employee covered by this Agreement or the Union, or any person acting on behalf of the Union shall engage in any strike, slowdown, or other refusal to render full and complete services to the Board, or any activity which would disrupt the operation of the School District. In the event of any violation or violations of any provision of this Article by the Union, its members or representatives, or by any employee, any violating employees shall be subject to discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board. The Union shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operation immediately and make every other reasonable effort to end any violation(s). During the term of this contract the district shall not lock-out bargaining unit employees.

7.5 Salary Schedule Placement

The district shall prepare a placement schedule for Bus Drivers with a starting salary (Step A) of \$24.00 and even 2% steps. Bus Drivers shall be placed on the nearest step based on their 2023-2024 hourly rate.

2024-2025 - The starting hourly rate (Step A) from the placement schedule above will increase by 6% (to \$25.44) and steps shall increase by 2% down the schedule. All Bus Drivers will advance 1 step on the 2024-2025 salary schedule (Appendix A). All Bus Monitors will receive a \$1.50 increase to their 2023-2024 hourly rate. The starting hourly rate for Bus Monitors will be \$16.25. All employees who do not fit in either of these categories will receive a 6% increase to their 2023-2024 hourly rate.

2025-2026 - All employees shall receive a 6% increase to their 2024-2025 hourly rate. The 2025-2026 salary schedules are in Appendix B. The starting hourly rate for Bus Drivers will be \$26.40. The starting hourly rate for Bus Monitors will be \$16.75.

2026-2027 - All employees will receive an increase of CPI-U (used to determine the district's property tax revenues) with a floor of 2.5% and a ceiling of 5%.

<u>2027-2028</u> - All employees will receive an increase of CPI-U (used to determine the district's property tax revenues) with a floor of 2.5% and a ceiling of 5%.

If any of the above raises would result in an Accelerated Payment to IMRF, the stipend shall be paid within 60 days of the employee's last paycheck.

7.6 Additional Compensation

All Bargaining Unit Employees shall be paid the following:

Full retroactive pay if the Union ratifies prior to January 15, 2025.

2024-2025 At the end of the 2024-2025 school year, all unit members employed as of the last school day (or who retired in good standing) will be paid \$100 per year of service to the district in the role in transportation. All those hired during the 2024-2025 school year will receive \$100. The payment will be made on June 30, 2025.

2025-2026 Transportation employees who were hired prior to the start of the 2025-2026 school year and are employed on November 1, 2025 shall be paid \$1,000 (including anyone who retired during this time period). Employees who were hired between the start of the school year and November 1, 2025 shall receive \$100. The payment will be made on December 30, 2025.

2026-2027 Transportation employees who were hired prior to the start of the 2026-2027 school year and are employed on November 1, 2026 shall be paid \$1,100 (including anyone who retired during this time period). Employees who were hired between the start of the school year and November 1, 2026 shall receive \$100. The payment will be made on December 30, 2026.

2027-2028 Transportation employees who were hired prior to the start of the 2027-2028 school year and are employed on November 1, 2027 shall be paid \$1,100 (including anyone who retired during this time period). Employees who were hired between the start of the school year and November 1, 2027 shall receive \$100. Payment will be made on December 30.

For the purposes of the calculation of these payments, seniority date within the unit will be used.

7.7 Separability

Any Article, Section, Provision, Sentence, or Clause of this Agreement held to be illegal will not be deemed invalid, except to the extent permitted by law. However, the remainder of this Agreement shall remain in full force and effect for the entire term of this Agreement. In the event any Article, Section, Provision, Sentence, or Clause is determined to be invalid by a court competent of jurisdiction, and, thereafter, no appeal is taken by either party within the appropriate time period, the parties shall meet to discuss the possibility of negotiating a successor Article, Section, Provision, Sentence, or Clause to the one deemed to be invalid.

7.8 Term of Agreement

This Agreement shall be in effect from July 1, 2024 up to and including June 30, 2028 and its terms shall continue in effect (unless otherwise specified) until agreement or impasse.

7.9 Attendant Safety

It is understood that the district it is not requiring its attendants to leave the vehicle to notify the parent or guardian that the bus is attempting to drop off a student. This provision does not prohibit the attendant from performing this function if they choose to do so.

APPENDIX A - SALARY SCHEDULES 2024-2025

	Lead Mechanic	Mechanic	Mechanic Assistant	Bus Driver	Bus Monitor
Step A	\$27.76	\$25.42	\$21.08	\$25.44	\$16.25
Step B	\$28.42	\$26.01	\$21.57	\$25.95	\$16.68
Step C	\$29.09	\$26.61	\$22.06	\$26.47	\$16.85
Step D	\$29.78	\$27.23	\$22.56	\$27.00	\$17.03
Step E	\$30.48	\$27.86	\$23.08	\$27.54	\$17.22
Step F	\$31.19	\$28.50	\$23.62	\$28.09	\$17.58
Step G	\$31.92	\$29.16	\$24.18	\$28.65	\$17.95
Step H	\$32.67	\$29.83	\$24.76	\$29.22	\$18.36
Step I	\$33.45	\$30.54	\$25.35	\$29.81	\$18.75
Step J	\$34.25	\$31.26	\$25.95	\$30.40	\$19.14
Step K	\$35.06	\$32.01	\$26.56	\$31.01	\$19.56
Step L	\$35.90	\$32.78	\$27.18	\$31.63	\$19.99
Step M	\$36.76	\$33.57	\$27.82	\$32.26	\$20.42
Step N	\$37.65	\$34.38	\$28.47	\$32.91	\$20.88
Step O	\$38.54	\$35.20	\$29.14	\$33.57	\$21.33
Step P	\$39.46	\$36.04	\$29.82	\$34.24	\$21.81
Step Q	\$40.40	\$36.90	\$30.52	\$34.92	\$22.29
Step R	\$41.37	\$37.78	\$31.24	\$35.62	\$22.77
Step S	\$42.36	\$38.69	\$31.98	\$36.33	\$23.28
Step T	\$43.36	\$39.62	\$32.74	\$37.06	\$23.79

IMRF Rates

Please note that the above steps do not correspond to the years of experience with the District.

APPENDIX B - SALARY SCHEDULES 2025-2026

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IMRF Rates

	Lead Mechanic	Mechanic	Mechanic Assistant	Bus Driver	Bus Monitor
Step A	\$28.76	\$26.35	\$21.84	\$26.40	\$16.75
Step B	\$29.43	\$26.95	\$22.34	\$26.97	\$17.23
Step C	\$30.13	\$27.57	\$22.86	\$27.51	\$17.68
Step D	\$30.84	\$28.21	\$23.38	\$28.06	\$17.86
Step E	\$31.57	\$28.86	\$23.91	\$28.62	\$18.05
Step F	\$32.31	\$29.53	\$24.46	\$29.19	\$18.25
Step G	\$33.06	\$30.21	\$25.04	\$29.78	\$18.63
Step H	\$33.84	\$30.91	\$25.63	\$30.37	\$19.03
Step I	\$34.63	\$31.62	\$26.25	\$30.97	\$19.46
Step J	\$35.46	\$32.37	\$26.87	\$31.60	\$19.88
Step K	\$36.31	\$33.14	\$27.51	\$32.22	\$20.29
Step L	\$37.16	\$33.93	\$28.15	\$32.87	\$20.73
Step M	\$38.05	\$34.75	\$28.81	\$33.53	\$21.19
Step N	\$38.97	\$35.58	\$29.49	\$34.20	\$21.65
Step O	\$39.91	\$36.44	\$30.18	\$34.88	\$22.13
Step P	\$40.85	\$37.31	\$30.89	\$35.58	\$22.61
Step Q	\$41.83	\$38.20	\$31.61	\$36.29	\$23.12
Step R	\$42.82	\$39.11	\$32.35	\$37.02	\$23.63
Step S	\$43.85	\$40.05	\$33.11	\$37.76	\$24.14
Step T	\$44.90	\$41.01	\$33.90	\$38.51	\$24.68

Please note that the above steps do not correspond to the years of experience with the District.

Signature Page

For the District

By:

President, Board of Education

Bv: of **Education** Secre

By: NUT

Superintendent of Schools

For the Union

By:

Union President SEIU, Local 73 Secretary - Treasurer

R Mogers sondra By:

Committee Member

By: /

Committee Member

By:

Committee Member

By:

Committee Member

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