

**AGREEMENT**

**Between**

**KANKAKEE SCHOOL DISTRICT NO. 111**

**And**

**KANKAKEE TRANSPORTATION COUNCIL, AMERICAN FEDERATION OF  
TEACHERS, LOCAL #604, IFT-AFT, AFL-CIO**

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## **PREAMBLE**

This Agreement is between the Board of Education of Kankakee School District #111, Kankakee, Illinois, and Kankakee Transportation Council, American Federation of Teachers, Local #604, IFT-AFT, AFL-CIO. This working Agreement made and entered into this xx day of xx , by and between the stipulated Board of Education, above, hereinafter referred to as the “Employer” and the Kankakee Transportation Council, Local #604, hereinafter referred to as the Union.

It is the desire of both parties to this Agreement to avoid disputes, and realizing that they have a common interest in the general welfare of the students of the school district. Further, the parties recognized a mutual desire to bargain collectively with regard to wages, hours, benefits and working conditions of the employees covered by this Agreement.

Accordingly, the parties agree as follows: All provisions in this Agreement are subject to the Illinois School Code and any existing or future state or federal laws that may affect the legal operation of the school system by the district. If any section or sub-section of this Agreement shall be declared invalid by any court of competent jurisdiction, or shall become inoperative because of any federal or state law, the remaining portions of this Agreement shall continue in full force until the prescribed termination date.

## **ARTICLE I**

### **RECOGNITION**

- A. The Board of Education, Kankakee School District No. 111 (the “Board” or the “District”) recognizes the Kankakee transportation Council, American Federation of Teachers, Local #604, IFT-AFT, AFL-CIO (the “Union”) as the sole and exclusive bargaining agent for all regular full-time and regular part-time bus drivers, monitors, trainers.
- B. The Board and the Union agree to negotiate in good faith with respect to wages, hours and other terms and conditions of employment required by law.
- C. Neither the Board nor the Union shall take any action in violation of, or inconsistent with, any provision of the Agreement.

## **ARTICLE II**

### **WAGES**

2024-2025 4% Increase

2025-2026 4% Increase

2026-2027 4% Increase

Bus Driver's Years of Experience

4%                      4%                      4%

1-5 Years \$25/hour	\$26.00	\$27.04	\$28.12
6-10 Years \$27.50/hour	\$28.60	\$29.74	\$30.93
11-20 Years \$30/hour	\$31.20	\$32.45	\$33.75
20+ Years \$32/hour	\$33.28	\$34.61	\$36.00

Bus Monitor's Years of Experience

4%                      4%                      4%

1-5 Years \$16/hour	\$16.64	\$17.31	\$18.00
6-10 Years \$17/hour	\$17.68	\$18.39	\$19.12
11-20 Years \$18/hour	\$18.72	\$19.47	\$20.25
20+ Years \$19/hour	\$19.76	\$20.55	\$21.37

Driver Trainers: In addition to their hourly rate, they will receive a stipend of \$200 per trainee who train for a minimum of seven days upon receipt of their permit. Trainers who train a trainee who complete less than 7 days after receipt of their permit will receive half of the stipend. The stipend will be paid in the pay period following completion of the complete training cycle.

Monitor Trainers: \$1.00 per hour while training trainees. The stipend will be paid in the pay period following completion of the complete training cycle.

Trainers who are employed at the time of ratification and were employed as a trainer in the Transportation Department during the 2023-2024 school year and trained employees during the 2023-2024 school year will receive a stipend of \$1,000 for driver trainers and \$500 for monitors.

**ARTICLE III**

**OVERTIME**

**Overtime Provisions**

a. Overtime pay shall be calculated as follows:

- 1) Time and one-half after (40) hours of work in any one week.

- 2) Time and one-half for Saturdays and Sundays, provided the employee worked at least forty (40) hours during the workweek immediately prior to the Saturday or Sunday.
  - 3) The employee shall be paid time and one half (1½) in addition to his/her regular straight time hourly earnings for work on holidays.
- b. There will be no pyramiding of overtime (i.e., daily and weekly overtime will not be paid on the same hours worked).
  - c. Employees will not be paid overtime for both the holidays and the days observed as such.
  - d. Paid holidays constitute a part of the required hours of work and shall be counted as hours in computing the basic week.
  - e. Equalization of Overtime: Except in emergencies, overtime shall be equalized among eligible and willing employees on a rotating basis beginning with the longest seniority status within that position. If the overtime cannot be filled within a position then management shall offer such overtime on a rotating basis to a list of willing qualified transportation employees on a rotating basis beginning with the longest district-wide seniority status. Any employee who repeatedly refuses overtime, or accepts overtime and then does not show up for the scheduled work, shall not be considered a willing employee and may be removed from the district-wide overtime list, for the remainder of the school year. Overtime assignments will be made by the Director of Transportation or their designee.
  - f. Overtime pay shall be included on the regular check of the pay period following the one in which the overtime was earned, assuming that the employee properly completed the time sheet, obtained the appropriate authorization signatures, and delivered the time sheet to the Transportation Office before the established timelines for payroll processing.
  - g. In the event of an emergency, and employees are called back to work after they have left work for the day, shall be paid at the rate of one and one-half (1½) times their hourly rate of pay for all hours worked, but in no circumstance shall an employee received less than two (2) hours of pay.
  - h. There shall be a minimum call in time of two (2) hours of work on any event on Saturday, Sunday, or holidays, and employee(s) shall be paid one and one-half (1½) their hourly base rate of pay or double time for Sunday. Employees may be required to perform other duties to fill the two (2) hours of call-in time.

#### **ARTICLE IV**

#### **PAID HOLIDAYS**

The following paid holidays, or days observed as such, shall be considered as holidays and employees shall be granted the day off with pay on these days:

Labor Day

Columbus Day

Veterans Day

Election Day – (optional with Board depending on school calendar)

Thanksgiving Day

Friday after Thanksgiving

Last scheduled workday before New Year's (New Year's Eve)

New Year's Day

Martin Luther King's Birthday

President's Day (optional with Board depending on school calendar)

Casmir Pulaski Day (\*)

Spring Holiday

Memorial Day

12 month employees will also receive the following holidays:

Juneteenth

Independence Day

(\*) If Pulaski's Birthday reverts to a commemorative holiday during the life of this contract, this day will revert to a regular day. If the District observes Pulaski's Birthday as a holiday on a day other than the first Monday of March, full-time employees will be granted the observed day off with pay.

When any of the above holidays fall on a Saturday or Sunday, the preceding Friday or Monday will be observed as a holiday, unless school is in session. In such an event, the holiday will be observed on a mutually acceptable time or added to the employee's allotted vacation time.

Employees must work the last working day before and the first working day after the holiday to be eligible for holiday pay, except if the employee is on an approved leave status. Employees who are absent before or after the holiday due to a death in the immediate family will not lose holiday pay. If an employee is absent due to an on-the-job injury before or after a holiday, that employee will also be eligible for holiday pay. If an employee misses work the day after a holiday due to unforeseen and unavoidable circumstances beyond their control, they may appeal to the Assistant Superintendent for Human Resources to have their holiday pay reinstated. The employee must initiate this request and provide clear documentation and evidence supporting the reason for their absence. In these unique “emergency situations” the decision of the Assistant Superintendent for Human Resources will be considered final and binding. Additionally, any such decisions are to be considered non-grievable, non-precedent setting, and decided on a case-by-case basis given the facts and circumstances of that particular case.

Employees will be permitted to use personal leave or vacation leave on the Wednesday before Thanksgiving, provided the Wednesday before Thanksgiving is a non-workday for employees district-wide.

## **ARTICLE V**

### **SCHOOL VISITATION LEAVE**

Pursuant to the *School Visitation Rights Act*, eligible employees are entitled to leave up to a total of eight (8) hours during any school year, no more than four (4) hours of which may be taken on any given day, to attend conferences or classroom activities related to the employees child, if the conference or activity cannot be scheduled during non-work hours. Employees must first use all accrued vacation, personal, compensatory leave and any other leave that may be granted to them except sick and disability leave.

## **ARTICLE VI**

### **VACATION**

12-month, full-time employees will be eligible for paid vacation time based on the following:

One full day of vacation will be granted for each month employed, not to exceed six (6) days for employment of less than one year.

Time is to be figured from the month of employment to June 30<sup>th</sup>. All employees who have completed one year or more, determined as previously described, will receive two (2) weeks of vacation with pay.

All requests during the school year shall be in writing and submitted no less than two (2) weeks prior to the requested time off on the absence request form.

Employees who have completed ten (10) years of continuous employment with the Kankakee School District prior to June 30<sup>th</sup>, shall be granted three (3) weeks of vacation with pay, and employees who have completed fifteen (15) years of continuous employment with Kankakee School District prior to June 30<sup>th</sup>, shall be granted four (4) weeks of vacation with pay.

Vacation days earned from previous year will be added to the employee's vacation bank on July 1<sup>st</sup> (the first day of the fiscal year) and are required to be used by July 30<sup>th</sup> of the following year, allowing 13 months to use the vacation time once allocated. Said vacations do not accumulate or carry over to subsequent years, and any unused vacation days are lost to the employee if not used by July 30<sup>th</sup> of the subsequent year.

If sick time is used or an employee calls out sick the day before a vacation is scheduled, a doctor's note will be required for approval of sick pay on the day prior to the vacation days(s).

## **ARTICLE VII**

### **SENIORITY**

1. Seniority is the length of service to the school district from date of hire. Seniority shall begin when an employee has satisfactorily completed the sixty (60) working day probationary period, and seniority shall revert to date of hire when sixty (60) working day probationary period has been completed. The probationary period may be extended for twenty (20) working days if deemed necessary by the Director of Transportation. The Union Representative and President shall be notified if a probationary period is being extended, and the reasons for the extension shall be listed in the notice.
2. Seniority shall apply in all cases of increase or decrease in the working force and promotion from one person to another, (except for management or supervisory positions) including transfers from one job to another, and one shift to another, provided the applicant is properly qualified, and has responded to the posting notice to the Director of Transportation within the appropriate time frame, as listed in the posting.
3. When employees are relatively equal in qualifications, the employee with the highest seniority shall prevail.
4. A seniority list shall be provided to the Union every six (6) months. The seniority list shall include each employee's home address, date of hire, rate of pay, classification and work e-mail address. The names and addresses of new employees shall be given to the Union Steward or designee within ten (10) business days following board action.
5. There shall be two seniority lists, one with seniority first for the district regarding reductions in force. The other list shall include seniority from previous transportation employer that was contracted by Kankakee Dist. 111 will be used for assigning overtime, route assignments and extracurricular charters.



## **ARTICLE VIII**

### **JOB POSTING**

1. All job vacancies shall be posted for seven (7) working days, but jobs may be temporarily filled during the time an employee may bid on the job. A permanent employee shall be selected to fill the job within fourteen (14) days of the job posting, unless it can be shown that no qualified applicant is available. Once a permanent employee has been selected for a posted position, they will be required to begin their two-week trial period at a date to be determined by the Director of Transportation, but no later than thirty (30) days after the notice of said selection. The Union Representative and President will receive written notification when a posted position is filled.
2. The successful bidder will serve a trial period of ten (10) workdays on the job. If they do not qualify within that time or the employee decides that the position is not a good fit, they shall be returned to their former job. This trial period may be extended for ten (10) workdays by the Director of Transportation; the Union will be notified of the extension and the reasons for the extension.
3. If the employee or the employer decides that the employee does not satisfactorily complete the assignment, then they shall be returned to their former position. The higher rate will be paid during the trial period. The successful bidder is required to be on the job and available to report to the position of transfer by a date as determined by the Director of Transportation.

It is the intention of the administration that all job vacancies be posted in such a manner that every employee covered by the terms of this Agreement shall be aware of the vacancies. The procedures that will be followed to carry out this intent will be mutually agreeable to both parties of this contract

## **ARTICLE IX**

### **LEAVES**

#### **Bereavement Leave**

The District will provide each employee who has a death in the immediate family (husband, wife, domestic partner, parent, parent-in-law, sister, sister-in-law, brother, brother-in-law, son, daughter, grandparents, grandchildren, or any other blood relation residing in the same house at the time of death, and any non-immediate family, friends, or neighbors, two (2) days paid bereavement leave. There shall be a maximum of two (2) paid bereavement days available per year. Employees may use personal, vacation, or sick time as approved by the Director of

Transportation for additional bereavement leave beyond the two (2) paid days. Employees are required to provide proof of services in order to be eligible for paid bereavement days.

## **ARTICLE X**

### **NO STRIKE**

**1. No Strike Pledge:**

During the term of this Agreement or any extension thereof, the union or individual union members will not conduct work stoppage or any concerted activity of strike, slowdown, informational picketing, or impose a duty or obligation upon any member to conduct, assist or participate in a strike against School District No. 111.

**2. Lock-Out:**

The Employer will not lock-out any portion of its employees during the term of this Agreement.

## **ARTICLE XI**

### **EDUCATION**

Employees may be eligible for tuition reimbursement for courses taken related to their position or towards a BA in education. Courses related to their position must be taken at the Local Community College or another College that has an official partnership with the District. These courses must be preapproved on the form provided by the District and submitted prior to the start of the course. Approval will be contingent on the financial needs of the District. If courses are not preapproved, the reimbursement will be forfeited.

Employees shall provide an official transcript documenting the successful completion of the course prior to the tuition reimbursement being dispersed.

Tuition reimbursement is every fiscal year, up to \$1,500 for courses related to their position or up to \$5,000 for a course towards a BA in education will be paid upon successful completion (C or higher).

## **ARTICLE XII**

### **GRIEVANCE PROCEDURE**

Section 1: Any employee has the right to and may talk to their Supervisor about any question or problem that may arise, at a convenient time designated by the Supervisor and consistent with

production and working requirements. If any question or problem brought to the attention of the supervisor by any employee involves the interpretation or application of a specific provision of the Agreement, a Union Representative shall have an opportunity to be present before adjustment of the grievance.

Section 2: All differences and disputes between the employer and the Union and/or employees, raised by the Union or employees and relative to the meaning, interpretation or application of specific provisions of the Agreement, shall be presented to the grievance procedure provided below, except where noted herein:

### **Step 1 – Employee’s Supervisor**

The grievance shall be presented in writing, to the Director of Transportation within twenty (20) working days after the occurrence of the event, including discharge, giving rise to the grievance.

If the grievance is not presented within the twenty (20) working day period, the matter shall be deemed resolved and the District’s action or failure to act shall stand. If presented in a timely manner, a meeting shall be scheduled with the employee, and a Union Representative if desired by the employee, by the Director of Transportation, or their designee, to discuss resolution of the grievance. The Director of Transportation, or their designee, shall provide a written answer within ten (10) working days of the Step 1 grievance meeting.

### **Step 2 – Assistant Superintendent for Human Resources or Assistant Superintendent for Business Services**

If the grievant is not resolved in Step 1 above, the Union may move the grievance to Step 2 of the grievance procedure within ten (10) working days of receipt of the written Step 1 answer. The written grievance may then be presented to the Assistant Superintendent for Human Resources or Assistant Superintendent for Business Services, and a meeting shall be held at which the employee, the employee’s supervisor, the Union Representative or Steward and the Assistant Superintendent for Human Resources and/or Assistant Superintendent for Business Services may be present, if requested or desired. After meeting to review and discuss this matter, the Assistant Superintendent for Human Resources or Assistant Superintendent for

Business Services shall reply to the grievance in writing within five (5) working days thereof.

### **Step 3 – Superintendent/Board**

If the grievant is not resolved in Step 2 above, the Union may move the grievance to Step 3 of the grievance procedure within ten (10) working days of receipt of the written Step 2 answer. The grievance shall then be discussed at a meeting with the Superintendent or the Board at the Superintendent’s option. At the meeting the Superintendent may have present, at their option, the Assistant Superintendent for Business Services, the Director of Transportation, Assistant Superintendent for Human Resources or other personnel as deemed necessary by the

Superintendent. Notification of other individuals to be in attendance shall be made at least 72 hours in advance of the meeting. The Union may have present the grievant, the Union Steward and/or the Union Representative. After discussion, the Superintendent shall reply to the grievance in writing within ten (10) working days following such meeting.

Any settlement reached in Steps 1, 2, or 3 shall be considered final and binding upon the employer, the union and the employee. Failure of the employer to answer the grievance in the time permitted herein shall allow the employee or the union, if so desired, to refer to the grievance to the next step of the process.

### **Arbitration Procedure**

If the matter is not adjusted in Step 3 or an answer is not given within the time specified, the Union may, by written notice to the District within thirty (30) work days after the Step 3 answer is received, request that the grievance be referred to an impartial arbitrator selected in the manner hereinafter provided. The parties shall jointly request the American Arbitration Association to submit a panel of arbitrators pursuant to the voluntary labor rules of said organization. In the event the request for arbitration shall fall after the regular school year, the Union may request, in writing, that the arbitration hearing be scheduled during the next regular school year.

Any costs involved in implementing the arbitration stage of the grievance procedure will be shared equally by the Board and the Union. Expenses for the arbitrator's services and the expenses which are common to both parties shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives.

The arbitrator shall have authority only to interpret and apply the provisions of the Agreement to the extent necessary to decide the submitted grievance and shall not have the authority to add to, detract from, or alter in any way the provisions of this Agreement. The Arbitrator's award shall be final and binding upon the District and Union. The losing party to an arbitration hearing shall pay all fees and expenses of the arbitrator, but each party shall pay for their own costs, legal counsel, transcript copies, and other such expenses.

### **General Provisions:**

a. **Work Hours:** If any steps of the grievance procedure are scheduled during the work hours of the grievant and/or the grievant's representative (if a District employee), such employees will be excused with pay for that purpose. Employees required by the District to attend an arbitration hearing during their working hours shall be excused from work with pay.

b. **Bypass Steps:** If a grievance arises from the action of an authority higher than the immediate supervisor, the Union may present such a grievance at the appropriate steps of the grievance procedure.

- c. Right to be Present: The employee and his/her Union Representative have the right to be present at all steps of the grievance process.
- d. Copies: At the request of the grievant or his/her union Representative, the District shall provide copies of all documents relied upon by the District prior to Step 1 of the grievance procedure.
- e. Failure to Respond: Upon failure of the District to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.
- f. Definition of Days: The term “days” as used herein shall mean calendar workdays for employees in this bargaining unit. Official District holiday, emergency days off, Saturdays and Sundays shall not be counted as workdays for the purpose of this Article.

Extensions: All time limits may be extended by mutual agreement between the parties. The District or union shall not unreasonably deny a request for such extension.

## **ARTICLE XIII**

### **PAY DAYS, TIME-KEEPING SYSTEM, DISTRICT CLOSINGS**

#### **Pay Days**

Paydays are the fifteenth (15th) day and the last day of the month except when a pay period falls on a weekend or bank holiday; then they will be paid the day prior to the weekend or bank holiday. Employees can choose to be paid in 24 installments. Employees will make this election by completing the district form by the designated date.

#### **Time-Keeping System**

At such time when the District implements a time-keeping system to record time worked, the employee shall be required to clock in and clock out so as to document time worked and the time lunch is taken. The employee shall abide by all rules and regulations expressly instituted for the time-keeping system.

#### **District Closings**

If the District closes the schools due to inclement weather or other emergencies (e.g. loss of power, heat, etc.) at the discretion of the Superintendent employees will be allowed to leave work early (in cases where the employees are already on duty) or if the employee has not yet reported to work, the employee will be allowed to stay home and will sustain no loss of benefits, time or pay.

## ARTICLE XIV

### INSURANCE

Full-time employees working six or more Board approved hours per day will be eligible for health insurance. Health insurance benefits and the employee's share of the premium will be determined by the Board of Education on an annual basis based on the non-binding recommendation of the insurance committee. During the life of this contract, each employee covered by this contract will be provided with \$50,000 of term-life insurance and \$50,000 of accidental death and dismemberment insurance coverage. One food service employee will serve on the Insurance Committee, without pay.

## ARTICLE XV

### TRAINING

Bargaining Unit employees must complete all District and/or other mandated training within thirty (30) days of notification of the mandated training, unless a different completion date is provided. The district will provide time and proper use of equipment ~~during LAA days~~ to complete GCN training and all mandated trainings.

## ARTICLE XVI

### PROGRESSIVE DISCIPLINE

**1. Discipline:** The School District embraces the concept of progressive and corrective discipline for employees. It is the intent of this section to provide guidance in issuing discipline, and it is not intended to circumvent any just cause provisions in this agreement. The District encourages its administrators and supervisors to use progressive discipline. Progressive discipline is a systematic approach to correct unwanted behavior and deter its occurrence by administering disciplinary actions based upon various factors, including but not limited to: (1) the seriousness of the offense; (2) the number of times it has occurred; (3) prior acts of misconduct; (4) the length of time between infractions; (5) the employee's length of service and record of performance; and (6) the totality of the circumstances.

Disciplinary notices and/or written warnings one (1) year old or older shall not be used in a future disciplinary action except in the case of discharge.

**2. Disciplinary Notice:** No non-probationary employee covered by this Agreement shall be suspended or discharged without written notice of the reasons for such suspension or discharge. All written discipline, suspensions, or discharges of non-probationary employees shall be for just cause. The District shall notify the Union within forty-eight (48) hours of any written discipline, suspension, or discharges that may be acted upon. Probationary employees may be dismissed without cause during the probationary period.

**3. Disciplinary Procedure:** The District supports the philosophy of corrective discipline that is built upon a process of progressive discipline. Employees covered by this agreement shall be subject to the following progressive disciplinary process:

- A. Verbal Warning in Personnel File
- B. Written Warning in Personnel File
- C. Suspension
- D. Termination

However, the Board reserves the right to discharge any employee at any time for just cause in such cases of gross misconduct such as, but not limited to, gross insubordination, theft, violation of no strike clause, intoxication or being under the influence of non-prescribed controlled substances at work, or falsification of school records or other employment related records.

All disciplines are subject to the grievance procedure of the contract.

**4. Disciplinary Appearance:** An employee shall be given written notice if required to appear before the Board, Administration and/or his/her immediate supervisor regarding any investigation or pre-discipline meeting. If the Administration reasonably believes that the outcome of the meeting may result in disciplinary action, Administration will advise the employee of their right to have union representation present. If the employee believes that the meeting may result in disciplinary action, the employee has the right to request Union representation at which point Administration will not proceed further until such representations is present.

## **ARTICLE XVII**

### **UNION BOARD RELATIONS**

#### **Non-Discrimination**

Neither the Board nor the Union shall interfere with the right of Employees covered in this Agreement to become or not become members of the Union, and no Employee shall be discriminated against due to his/her lawful right to join or not to join the Union.

## **Implementation of Agreement**

The Assistant Superintendent for Human Resources and one other Administrator and Union representatives shall meet at the request of either party, at reasonable times, to discuss matters relating to the implementation of this Agreement.

## **Release Time — Council Officials**

The President, Vice-President, and/or the Secretary-Treasurer, may collectively be allowed release time of not more than five (5) days or thirty-five (35) hours for the investigation of grievances or other appropriate activities relating to school or Transportation employee welfare. All three may not use release time at the same time. Thereafter, not more than five (5) days or thirty-five (35) hours may collectively be permitted, but at the Union's expense, provided that all three may not use release time at the same time. All requests for release time must have the approval of the Assistant Superintendent for Human Resources.

## **Use of Equipment and Facilities**

- A. Union officers may use the faculty bulletin boards for posting of notices, bulletins, and other information. Use of the bulletin boards shall be coordinated with the Administration.
- B. The Union may use, without special approval, the school mail system to facilitate the dissemination of officially identified Union material. The Union agrees, however, not to knowingly use the mailboxes for any purpose which has an adverse affect on the District.
- C. Union officers may use the communications facilities of the school district for conducting regular Union business. This includes toll free telephone, duplication equipment, and regular courier service and email, but not long distance telephone calls or the office intercom unit. Any consumable supplies shall be furnished or paid for by the Union.
- D. Union officers may schedule regular and special meetings before and after school in the school buildings at such times as mutually agreed upon by the officers and the Administration.

## **Union Right to Information**

- A. The Union shall have access to Board packets, Board meeting agendas and minutes, the annual budget and audit on the district website.
- B. By October 1<sup>st</sup> and March 1<sup>st</sup> of each school year, the Union shall be supplied by the Administration with a list of Employees and their assignments, phone numbers and addresses.



## **Communications**

- A. The Board and the Union recognize that it is desirable to maintain communication and understanding between them.
- B. The Board shall make available upon request to the Union any non-confidential information, statistics, and records which are relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.
- C. District Communications

This Agreement not only includes provisions for transportation employee earnings and fringe benefits, but also communication between the Board and the Union; whereby, the Superintendent or designee, a Board member, and one other administrator shall meet quarterly, or as needed, with the Union President and one other Union representative to discuss matters of policy and/or other provisions of this Agreement.

## **ARTICLE XVIII**

### **MANAGEMENT RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, right, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Illinois, and of the United States, including but without limiting the generality of the foregoing right:

- A. To hire all Employees and determine their qualifications, to assign, schedule, promote, demote, transfer, lay off, discipline, and discharge Employees;
- B. To relieve Employees from duty because of lack of work, lack of funds, or other legitimate reasons;
- C. To manage the District and direct the work of the Employees in the manner it determines to be in the best interests of the District;
- D. To determine the work to be performed by the Employees, the size of the work force, and the manner in which the work is to be performed;
- E. To establish and enforce reasonable rules, policies and practices applicable to Employees, and to determine the penalty for violation thereof;
- F. To choose, control, and direct supervision.

## **ARTICLE XIX**

### **EMPLOYEE RIGHTS**

#### **Personnel File**

- A. Only one (1) official permanent file shall be kept for each Employee in the District. Such file shall be in the Administration Center, and except for confidential communications, shall be available to the Employee.

- B. Each Employee shall have reasonable access to his/her file, provided they follow the appropriate Board procedure for requesting access to their file, and shall have the right to insert materials relevant to his/her service in the District or his/her qualifications in general.
- C. No derogatory material shall be added to an Employee's file unless the actual copy to be filed has been signed and dated by the Employee. The signature indicates that the Employee has read the materials; however, it does not imply agreement with its content. Nothing is to be deleted from the Employee's personnel folder. If an Employee refuses to sign and date the copy, the notation to that effect will be placed in the Employee's file.
- D. The Employee shall have the right to attach dissenting material to any non-confidential item in his/her file.

## **ARTICLE XX**

### **RESPECTFUL CULTURE AND CLIMATE**

#### Terms and Conditions of Employment Commitment to a Respectful Culture and Climate

The Employer and the Union agree that each employee shall be treated with respect and dignity. The partners are committed to a work atmosphere characterized by “professional courtesy” and believe that it is the responsibility of all District employees to treat everyone involved in our educational environment with dignity and respect.

Verbal abuse, threats, or harassment by supervisors will not be tolerated. Discipline and/or reprimands of employees shall be conducted in a confidential manner except in cases where an employee requests a witness or union representation. Discipline shall be administered in a professional manner.

## **ARTICLE XXI**

### **PROFESSIONAL DRESS**

Transportation employees shall dress in a manner that promotes a professional image of KSD #111. Employees shall dress in attire that models appropriate dress for a professional environment. Jeans and T-shirts must be work appropriate as determined by the District. Flip flops, of the rubber sole design, are not considered professional dress.

## **ARTICLE XXII**

### **MILEAGE**

Employees who are required to use their personal automobile for approved travel on District business shall be reimbursed for their mileage at the rate allowed by the Internal Revenue Service.

### **ARTICLE XXIII**

#### **WORKING OUT OF CLASSIFICATION**

Any employee who is asked by the District to work outside of their job classification and that work is higher graded work, shall receive the higher rate of pay per quarter hour that the employee works in that job classification. On days bargaining unit members are assigned to work in a higher graded position, they will complete and submit a paper time sheet signed by their supervisor in lieu of normal swipe-in procedures to ensure they are not double-compensated for that day.

### **ARTICLE XXIV**

#### **PHYSICAL EXAMINATIONS**

- A. Any requirement by the Board for a physical examination of the transportation employee staff member after the pre-employment physical shall be paid for by the Board.
- B. Specific reasons, in writing, shall be given to the transportation employee staff member for requiring this physical examination.
- C. DOT physicals for drivers will be covered and paid for by the District.
- D. The selection of the examining physician shall be governed by applicable law.

#### **Immunization Shots**

- A. All transportation employee staff members, without cost, will be offered annual immunization shots against influenza.
- B. Receiving the immunizations shot is entirely voluntary, but employees are highly encouraged to receive an annual shot.

### **ARTICLE XXV**

#### **WORKERS' COMPENSATION**

The School District shall maintain a standard workers' compensation policy effective to all transportation employees. In the event of an on-the-job injury which causes an employee to be

absent from work, the employee may use available sick leave during the first three days that preceded becoming eligible for workers' compensation. The employee will receive workers' compensation benefits, if eligible, beginning with the 4<sup>th</sup> day that the employee is absent from work and will not be charged sick leave as of that 4<sup>th</sup> day.

## **ARTICLE XXVI**

### **PERSONAL AND SICK LEAVE**

Personal Leave: personal leave shall be granted to all bargaining unit employees as follows: full-time employees three (3) days per year. Part-time employees two (2) days per year. All unused personal days will be added to accumulated sick leave.

Sick Leave:

- A. Twelve (12) days of sick leave will be granted for the first full year of employment for Employees who work three (3) or more hours per day. After the first year, sick leave will be granted at the rate of twelve (12) days per full year of employment for all bargaining unit employees who work three (3) or more hours per day. If any such Employee does not use the full amount of sick leave thus allowed, the unused amount shall accumulate to the maximum allowable by IMRF, plus one additional year (thirteen days) of sick leave.
- B. Sick leave days shall be defined as compensated at the number of hours the employee is regularly scheduled to work.
- C. Sick leave will be granted for birth, adoption, or placement for adoption, personal illness, quarantine at home, serious illness or death in the immediate family or household (immediate family or household means: father, mother, husband, wife, civil union, partner, domestic partner, stepparent, child, brother, sister, grandparent, grandchildren, parent-in-law, brother-in-law, sister-in-law and legal guardian).
- D. For the Employees hired after September 1<sup>st</sup> a pro-rated portion of twelve (12) days will be allowed for the first year; beginning the next school year, twelve (12) days per year.
- E. Sick Leave Incentive pay will be awarded on June 30 each year based on the following criteria: have up to five (5) sick leave absences other than for funerals in the immediate family and no dock days \$700.

Perfect Attendance Bonus:

Any employee who has perfect attendance, minus the use of their allotted personal days, shall receive an additional \$300 to be awarded on June 30 each year in addition to the sick leave incentive pay.

## **ARTICLE XXVII**

## **SICK LEAVE BANK**

- A. Any full-time Transportation employee shall be eligible to participate voluntarily in a "Sick Leave Bank." Transportation employees who desire to participate in the Sick Leave Bank shall submit written notice of intent to participate on a provided form. Said notice shall be given to the Sick Leave Bank Committee, who will administer the provisions of the Sick Leave Bank, prior to October 1 of each year. Any Transportation employee on extended sick leave during the annual enrollment period is ineligible to join the Sick Leave Bank.
- B. Each participating Transportation employee must contribute a minimum of three (3) days upon initial enrollment. Additionally, in case of depletion of the Sick Leave Bank below the 65% level (i.e., computed from the total enrollment in the Bank multiplied by three (3) days) during the school year, an automatic deduction of one (1) day shall be made from participants in the Bank with prior consent of the Sick Leave Bank Committee. No Transportation employee who has submitted a notice of intent to retire will have a sick day automatically deducted.
- C. A participant may cancel membership by so indicating in writing directed to the attention of the chairperson of the Sick Bank Committee. Cancellation of membership, regardless of reason shall mean forfeiture of any claim to contributed days and benefits of membership.
- D. Authorized withdrawals by participating Transportation employees from Sick Leave Bank shall be made only upon approval of the majority of members of the Sick Leave Bank Committee. The Sick Leave Bank Committee shall be made up of the four (4) members of the Union Executive Board, a Union-designated committee chairperson, and an Administrator. The decisions of the Committee shall be final and are not subject to the grievance and arbitration procedures set.
- E. A participating Transportation employee may not apply for withdrawal from the Sick Leave Bank until five days after the Transportation employee has depleted his/her accumulated sick leave and personal days. Each withdrawal shall be no more than twenty school days. A Transportation employee may apply for additional withdrawals, if necessary, upon depletion of the initial withdrawal, up to the maximum withdrawal. Under no circumstances shall withdrawals from the Sick Leave Bank be used to extend a participant's sick leave beyond the school year in which the leave first commenced. A Transportation employee may not apply for future Sick Leave Bank withdrawals until he/she has completed one year of active teaching service after use of the Bank. The maximum withdrawal for any Transportation employee, throughout his/her career at the District, shall be 60 days. No more than two Transportation employees may withdraw from the sick leave bank at any one time.

- F. The Sick Leave Bank is available to Transportation employees who have exhausted all of their accumulated sick leave and personal days and suffer from a personal illness, disability or hospitalization of a "catastrophic" nature. Catastrophic refers to life-threatening, extraordinary, or chronically debilitating medical conditions and is not intended to include commonplace or ordinary medical conditions. Examples of catastrophic medical conditions include certain cancers and pregnancy/child-birth complications that are hazardous to the life of the mother and/or unborn child. In contrast, the flu, a broken leg, and routine pregnancies are not considered catastrophic medical conditions. Generally, catastrophic medical conditions must be considered both long-term in nature and require long-term recuperation periods. A physician's statement certifying that the medical condition is life-threatening, extraordinary, or chronically debilitating must be submitted with the Transportation employee 's request to access the sick leave bank.
- G. The Sick Leave Bank Committee shall compile a roster of participating Transportation employees and shall submit its information to the administration no later than October 15. The committee shall also report the specifics of any withdrawals to Human Resources as days are withdrawn and awarded to a participating Transportation employees.
- H. Any Transportation employee who is receiving disability benefits from the Illinois Municipal Retirement Fund or who is absent for illness or injury due to work-related accident (which is compensable under the Illinois Workers ' Compensation Act) may not avail himself/herself of any benefits of the Bank. Transportation employees who are on Board-approved leaves of absence, except for a temporary disability leave, shall be ineligible to withdraw days from the Sick Leave Bank.
- I. Transportation employees retiring from District 111 during the length of this contract may donate any sick days accumulated- but not need for IMRF retirement to the Transportation employees Sick Leave Bank.

**ARTICLE XXVIII**

**RETENTION BONUS**

Beginning July 1, 2024\*, Full-time employees who have continuous year of service in the Kankakee School system shall receive the pay above the regular salary schedule. Payouts will be on June 15<sup>th</sup> of each school year according to the following schedule:

1-5 years:                      \$200

6-10 years:                    \$225

Over 10 years:                \$300



\*The parties agree that members of this bargaining unit who completed a full year of employment with the District at the time of contract ratification shall be eligible to receive a retention bonus for the 2023-2024 school year.

To be eligible, an employee must be actively employed and currently working for the entire regular school year and the date of the retention bonus payment. The term “actively employed” includes periods of official school breaks, inclement weather shutdowns, bereavement, FMLA, jury duty, Military Leave, approved medical leave up to twelve (12) calendar weeks for a single approved absence.

## **ARTICLE XXIX**

### **CDL REIMBURSEMENT**

The district will reimburse drivers 100% of the cost of the initial CDL portion of their license needed to drive the equipment that they are assigned to. Employees must bring a receipt for reimbursement and shall be reimbursed by the next pay period. It is the employee’s responsibility to pay for and ensure proper renewals of their license thereafter.

## **ARTICLE XXX**

### **JURY DUTY**

Employees who are required to serve on jury duty during their work hours shall continue to receive regular daily compensation for such hours and shall reimburse the District for all compensation received from the court other than expenses.

## **ARTICLE XXXI**

### **FAMILY AND MEDICAL LEAVE ACT**

The District shall abide by all provisions of the “*Family and Medical Leave Act of 1993*”

(FMLA). For the duration of this collective bargaining agreement regarding the Family and Medical Leave Act (FMLA), an eligible bargaining unit member who can show that his/her grandparent(s) are the employee’s legal or custodial guardian will then be allowed to treat said grandparents as if they were their legal parents for the purposes of FMLA leave. Such a request for FMLA must be initiated by the employee who shall supply the School district with the appropriate and required documentation upon the School District’s request.

#### **Returning to work**

Transportation staff members returning from maternity, adoption, military, or sick leave shall be placed in the same or equivalent position as required by applicable law. If the leave time is not

covered by FMLA or USEERA, transportation staff members returning from such leave shall be placed in the same or equivalent position if administratively possible.

## **ARTICLE XXXII**

### **REDUCTION IN FORCE**

When a reduction in force is necessary to adapt to changing conditions, that reduction in force shall begin with the employee who has the least seniority in the classification subject to the layoff. Those employees laid off by this reduction in force will be called back in order of seniority when a vacancy occurs in the classification the employee held prior to the layoff and the School District agrees to maintain this list for a period of two (2) years following the reduction of force.

## **ARTICLE XXXIII**

### **JOB DESCRIPTION**

The Assistant Superintendent for Human Resources or their designee shall develop a job description for each position covered by this agreement. The Assistant Superintendent for Human Resources or designee, the employee's immediate supervisor and the Union President shall review the job descriptions for content annually. The Assistant Superintendent for Human Resources or designee shall provide each employee with a copy of their job description. Upon the written request of the employee, the employee's immediate supervisor shall meet with the employee annually to review the employee's job description. When a job description is changed to require a new skill or technological knowledge which the employee does not possess, the employee shall be offered such training at no cost to the employee.

## **ARTICLE XXXIV**

### **ASSAULT**

- A. Transportation employees shall report immediately to the Director of Transportation or their designee all cases of assault or battery suffered by them in connection with their employment.
- B. If deemed appropriate by the Administration, the Director of Transportation or their designee shall notify the proper authorities on behalf of the Transportation employee. The Transportation employee will be given an immediate opportunity to notify the proper authorities.
- C. If criminal or civil proceedings are brought against a Transportation employee alleging that they committed an assault or battery in connection with their employment, such employee shall have legal assistance as is required by Illinois School Code.
- D. The Board will pay no fees for attorneys' fees that may be incurred pursuant to Section C.



## **ARTICLE XXXV**

### **CHARTERS**

#### **Overnight Charter**

Employees will be reimbursed for approved overnight expenses when the necessary receipts are turned in for an overnight charter, up to \$40.00 total for meals.

#### **Charter Cancellation**

Employees who show up on time for their non-school day scheduled charter shall be compensated two (2) hours or time waited, whichever is greater, if the charter has been cancelled for non-scheduled school days.

#### **Unassigned Drivers and Monitors will be defined as follows:**

Any employee who does not have a regular bid route or stand-by position shall be considered an unassigned employee. An unassigned employee shall report to the location as determined by the Transportation Director and shall be entitled to the same base guarantees as regular route drivers/monitors for days in which the employee reports. Unassigned employees can be assigned any reasonable job function during their guaranteed time, at the discretion of the Transportation Director.

#### **Hold Down Assignments**

When an employee who is on a fixed bid permanent route and is out of service due to a medical absence the route will be held for four (4) weeks. An employee on either a medical leave of absence beyond that as stated above shall, upon return, be allowed to pick from any open work available.

#### **Home to School/Charter/Extra work**

Work shall consist of picking up student passengers at a prescribed location and delivering them to a school and/or returning them to the pre-designated location following the end of their school day and any other work packaged with these routes.

#### **Extra Work/Last minute work**

Extra work shall be defined as incidental work that generally becomes known by the Director of Transportation whenever possible and sometimes with little or no advance notice. Such work will be given out to whomever is available or whenever there is time to assign such work by the rotation system and qualifications, as outlined in this Article in the categories of work assignments that need to be performed. It is also the understanding between the parties that extra

work shall be further defined to include other non-regularly scheduled transportation activity performed by the employer. Last minute work is defined as work that is assigned to someone who has immediate availability.

### **Charter/Extracurricular Work**

This work is non-regularly occurring, work that is performed. Commonly known as field trips, athletic trips, and charters. It will be given to the employees covered within the classification on the basis of a rotating system amongst the qualified employees as outlined in this article.

## **ARTICLE XXXVI**

### **ROUTE GUARANTEES**

Except for summer school, all drivers/monitors will be guaranteed a minimum of two (2) hours for each AM and PM route package, providing the employee completes their entire assigned duties.

Except for summer school, all drivers/monitors will be guaranteed a minimum of one and one-half (1 ½) hours for each mid-day route package, providing the employee completes their entire assigned duties.

Except for summer school, standby drivers/monitors will be guaranteed three (3) hours for each AM and PM routes.

Except for summer school, standby drivers/monitors will be guaranteed two (2) hours for each mid-day route package, providing the employee completes their entire assigned duties.

For summer school, all drivers/monitors will be guaranteed a minimum of one and one-half (1 ½) hours for each route package, providing the employee completes their entire assigned duties.

## **ARTICLE XXXVII**

### **CHARTER ASSIGNMENTS**

**Charter trip list:** This list contains all charters for the upcoming month. This list will be posted ten days in advance of the charter. If charters become available less than ten (10) days in advance, management will assign the charter at its discretion based on the seniority list. The steward may copy the posting.

Exceptions will be made as needed to allow for school holidays and Winter break, etc. A separate bid sheet in seniority order will be up for each day according to the schedule above. Drivers interested in bidding will fill out the bid form indicating their preferences. Charters that

come in after the original posting, but before the bid sheet is taken down for assigning, will be added to the bid sheet and highlighted to give drivers the opportunity to bid. One union steward may sit in and observe the charter assignment process.

### **Rotation**

The rotation list will show all drivers in seniority order. When each week is posted for charter bidding, a new rotation list of drivers will be posted along with the posting. After assigning the previous week, the rotation will continue where it left off that previous week.

In the event of a driver being requested for a charter and accepting that request, that driver will not be eligible for a charter assignment the next time the rotation comes around to their name.

Standby drivers may bid for charters when it becomes their turn on the rotation list. Standby drivers may be removed from any charter at any time without any compensation of any kind, based upon the requirements of dispatch regarding where standby drivers or buses are needed.

### **Responsibility**

Employees are not responsible for checking the hours of bidding drivers to ensure the compatibility of charters and routes. Drivers are also responsible to watch the charter board daily to monitor postings and their respective assignments.

An employee who is a no call/no show for a charter will result in suspension from all charter rotations for one month.

### **Late Charter Orders & Unassigned Charters**

Charters that are ordered after the original posting has been removed in the normal bid process or are unbid for any reason, will be filled, time and situation permitting:

1. A driver who had a charter for that day and it was cancelled will be offered the charter first.
2. All drivers without a charter assignment for that day may request an unassigned charter and it will subsequently be assigned to the highest eligible seniority employee using the daily sign-up sheet. The assignment will be made on the afternoon prior to the charter running. Regardless of seniority, no further requests will be made after this assignment is made.
3. Any charter still left unassigned will be offered as an all-call and assigned by seniority, first to those who do not already have a charter for that day.

Cancelled Charters

If a school day charter is cancelled, the driver will get the first opportunity for the next available charter that has not been assigned.

## **ARTICLE XXXVIII**

### **DUES DEDUCTION**

Upon obtaining written authorization, or other legal means of authorization (such as electronic, web sign-up, etc.) of the individual Union member, the Board shall deduct dues from each paycheck and pay the same to the Union Treasurer twice per month. The Union dues check off card must be in the Business Office no later than the first of each month in order for dues to be deducted from that month's paycheck.

The District shall honor Employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes his or her dues in accordance with the terms in which he or she authorized the dues deductions, the Union will notify the employer after the close of the revocation window.

The District agrees to remit these dues and/or fees to the Union twice each month that dues/fees are deducted. A list of Employees for whom deductions have been made and the amount of each deduction shall accompany the first remission. Any changes in personnel from the list previously furnished shall be submitted to the Union within ten (10) workdays.

**SIGNATURE PAGE**

This agreement was made and entered into the 23 day of September 2024.

Darrell Dwyer

Kankakee Transportation Council President

Kankakee Transportation Council, Local #604, IFT-AFT

James W. Baker

President

Board of Education

Kankakee School District #111

