

NEGOTIATED AGREEMENT

Between

SCHOOL DISTRICT 145

And

WAVERLY TRANSPORTATION ASSOCIATION

2010-2011

NEGOTIATED AGREEMENT BETWEEN
SCHOOL DISTRICT 145 AND THE
WAVERLY TRANSPORTATION ASSOCIATION

PREAMBLE

This agreement is made and entered into this 7 day of September, 2010, by and between the Board of Education of School District 145, Waverly (hereinafter referred to as the "Board") and the Waverly Transportation Association (hereinafter referred to as the "Association").

It is a mutual belief of the Board and the Association that a capable, well trained, and student oriented staff is the prime ingredient in maintaining a quality learning environment for School District 145.

ARTICLE I

SALARIES

A. Salary Schedule

The salary of each employee covered by this agreement shall be determined by the schedule attached as Appendix A to this agreement.

B. Licensing/Physicals/Drug Testing

For new employees the district shall pay the cost of application for and receipt of a CDL (Commercial Driver License) license, and the cost of DOT (Department of Transportation) physicals (up to a maximum of \$60.00 non-reimbursed expenses), and school bus permits, Level 1 and Level 2, provided, however, that should the employment of a new employee be terminated for any reason during the first six (6) months, the employee shall reimburse the District for all cost incurred by the District for a CDL license, DOT physicals, and school bus permits, and the District may deduct such sums from the wages of the employee.

For existing employees the District shall pay the cost of annual renewals of the CDL licenses, school bus permits, and the cost of DOT physicals (up to a maximum of \$60.00 non-reimbursed expenses).

Two-hours of field trip pay will be paid by the District each time an employee is called for drug testing.

C. Payday and Paychecks

Paychecks will be issued on the 8th day of the month. Should the 8th fall on a weekend, holiday, or non-work day for teachers, the pay date shall be the last teacher's workday prior to the weekend, holiday, or non-work day for teachers. The pay date will be no earlier than the fifth day of the month. Paychecks are subject to federal and state mandated deductions. Other deductions may be designated and authorized by the employee, subject to the approval of the superintendent.

D. Contract Renewal

Transportation employees will be notified by June 1 of each year if the District plans to reduce or eliminate transportation positions for the following school year.

E. Association Rights

Any authorized representative of the Association shall be free to visit the various places of employment of those employees covered by this agreement at reasonable hours and for reasonable periods of time for the purpose of carrying on Association business provided it does not interfere with the duties of the employees. Also, the association may use the facilities and internal communication routes for Association business so long as any expenses incurred are paid to the District.

ARTICLE II

FRINGE BENEFITS

A. Health Insurance

The District shall provide individual group health insurance and dental insurance coverage for each twelve (12) month employee electing to be covered by such insurance. The District has selected the Blue Cross/Blue Shield Blue Preferred \$600 Deductible Plan for the 2010-2011 Fiscal Year with a premium of \$492.70 per month for such individual coverage.

- B.** The District will pay any registration fees for in-service activities such as CPR and/or First Aid training for the transportation employees when such training is made available by the District.

ARTICLE III

LEAVES

A. Sick Leave

Twelve-month employees will receive nine sick days annually accumulative to 45 days; those employed during the school year only for six hours daily or more will receive seven sick days annually accumulative to 35 days; those employed during the school year only for less than six hours daily, including all bus and van drivers and special education van assistants, will receive two (three after 10 years service) sick days annually accumulative to 20 days.

All employees may contribute one day annually to a sick-leave bank, established by Board of Education policy for all non-certificated employees. One sick-leave day may be used to attend to personal business.

Sick leave may be used for personal illness or illness in the immediate family or the illness of an individual who assumes the role of an immediate family member.

Doctor and dental appointments, which cannot be scheduled outside of working hours, will be charged against an employee's accumulated sick leave.

B. Paid Vacation

On the employee's service anniversary date, 12-month employees will receive annual paid vacation as follows: 10 days after one year, 12 days after five years, 15 days after 10 years. Vacation days must be used within a year after their accrual and scheduled with the approval of the employee's supervisor. Accrued but unused vacation days will not be carried forward from year to year.

C. Paid Holidays

Twelve-month employees will receive eight (8) paid holidays: Labor Day, Thanksgiving, Christmas, New Years, Good Friday, Memorial Day, July 4, and one additional day that can be used at either Thanksgiving or Christmas. Those employed during the school year only for six hours daily or more will receive five paid holidays from those listed above and a sixth on Memorial Day should they be scheduled to work beyond that date.

D. Non-Paid Leave

At the superintendent's and transportation director's discretion, limited non-paid leave will be available to classified staff for emergencies and other family-related events.

ARTICLE IV

EVALUATION

Annual Evaluation

Employees will receive an annual evaluation of their work performance from an administrator designated by the superintendent. The evaluation forms will be designed and supplied by the superintendent's office. One copy will be provided to the employee and one copy will be kept in a confidential file at the superintendent's office. If they choose, employees may attach materials to the file copy of the evaluation.

ARTICLE V

PERSONNEL FILE

Personnel File

Individual, confidential, employee files will be maintained at the superintendent's office.

The superintendent, other administrators designated by the superintendent, the employee's immediate supervisor, payroll and personnel clerical staff, and the employee or the employee's designated representative will have access to personnel files. No new information is to be added to an employee's file without the knowledge of the employee.

ARTICLE VI

GRIEVANCE PROCEDURE

Any employee who has a work-related grievance shall first discuss the nature of the grievance with an administrative supervisor.

If not satisfied with the administrative supervisor's resolution of the problem, the employee shall, within 10 working days of having received the administrative supervisor's decision, send a written description of the grievance to the superintendent. Upon receiving the written grievance, the superintendent shall, within 10 working days, meet with the employee and attempt to resolve the grievance.

If not satisfied with the superintendent's decision, the employee shall within 10 working days request in writing to the superintendent that the Board of Education be convened to listen to the grievance. By mutual agreement of the parties, a board committee could be used to hear the grievance and would make a recommendation to the whole board for final action. The superintendent shall schedule a meeting, within 15 working days, for the board or board committee to listen to the grievance. Said meeting will be held in closed session, unless the employee requests an open session, and may be attended by the superintendent, administrative supervisor, the employee and, at the employee's discretion, an advocate for the employee. The board or board committee will render a decision at the close of the meeting.

If more than one employee has a grievance of a similar nature, they may, as a group, invoke the grievance procedure described herein.

ARTICLE VII

**School District 145 - Waverly
Transportation Staff Salary Schedule
2010 - 2011**

<u>Job Classification</u>	<u>10 - 11 Minimum</u>	<u>10 - 11 Maximum</u>
Bus Driver	\$13.00	\$17.50
Van Driver	\$12.77	\$16.00
Van Assistant	\$7.36	\$11.00
Mechanic	\$13.00	\$21.00
Maintenance	\$11.00	\$19.00

Field Trips

Field trips will be paid at the rate of \$9.25 per hour with a two hour minimum allowed for all trips. If a driver misses a route due to driving for a field trip, one hour of full route pay will be paid for each route missed, then \$9.25 per hour for the rest of the time.

Bus Washing

Drivers will be paid \$5.25 per week for bus washing.

DURATION OF AGREEMENT

This agreement shall commence on September 1, 2010 and end on August 31, 2011. Mandated changes to the agreement as a result of state or federal legislative action or regulations may be enacted.

ARTICLE VIII

DOCUMENT AUTHORIZATION

In witness whereof, the parties hereto caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed hereon, all on the date indicated.

Billie J. Trauba 9-9-10
Association President Date

Dennis L. Frande 9-7-10
Board President Date

Paul P. Kelly 9-9-10
Association Negotiator Date

Dennis L. Frande 9-7-10
Board Negotiator Date