

Contract Agreement

**Board of Education
Carrollton Community School District No. 1
And
Carrollton School Bus Drivers
Illinois Federation of Teachers, Local 4758**

July 1, 2021- June 30, 2025

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ARTICLE I RECOGNITION

Article 1, Section 1

The Board of Education of Carrollton Community Unit School District No. 1 Greene County, Illinois, hereinafter referred to as the "Board," hereby recognizes the Carrollton Federation of Support Personnel, Local No. 4758, affiliated with the Illinois Federation of Teachers, AFL-CIO hereinafter referred to as the "Union", as the sole and exclusive negotiating agent for all regularly employed bus drivers (being morning or evening run. which requires not less than eight hours per week) excluding the head mechanic, supervisors, managerial and confidential employees.

ARTICLE II EMPLOYEE AND UNION RIGHTS

Article 2, Section 1

The Board of Education and the Union recognizes that each staff member has the right to join or not to join any organization for the member's professional or economic improvement, and membership in any organization shall not be required as a condition of employment.

Article 2, Section 2

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

Article 2, Section 3

Members of the bargaining unit shall have the right, upon request and at a time mutually convenient to the parties, and in the presence of the superintendent and/or his/her designee to review the contents of their own personnel file as maintained by the District Office. Privileged information, such as letters of reference, shall be specifically exempted from such review. A staff member may write a response to any material contained in their personnel file and this response will also be placed in the member's personnel file.

Article 2, Section 4

The district shall provide the Union with the official seniority list for the bus drivers by February 1 of each year. The drivers will be given a copy and afforded the opportunity to notify the district of any mistakes in his/her placement on the list. The seniority list shall be based on the first day of employment as a regular route driver in the district. The list shall include the date of employment. If the driver's employment ceases with the district at any time, he/she will be taken off the seniority list. If the driver returns to the district at a later date, he/she will be placed at the bottom of the seniority list and assume the date of the last employment.

Article 2, Section 5

Drivers shall maintain their driving assignments from year to year. Bidding shall occur if a driver leaves, a new route is created, or a driver voluntarily gives up their driving assignment. This includes preschool runs.

Article 2, Section 6

The Association's president may meet with the Superintendent to consult on issues prior to a regularly scheduled board meeting one time a year. Any such meeting is not and shall not be construed as collective bargaining. The meetings are for discussion purposes only and nothing discussed shall bind the District to any particular action.

ARTICLE III
EFFECT OF AGREEMENT

Article 3, Section 1 - No Strike

The Association and bargaining unit members agree that they will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike.

Article 3, Section 2 - Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any article, section or clause of this Agreement, said article, section, clause, as the case may be shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

Article 3, Section 3 - Publications

The Board of Education shall not negotiate individually with any employee covered by this Agreement as to their wages, hours, terms and conditions of employment.

Article 3, Section 4 Dues Deduction

A. Any member of the Association shall be granted payroll deduction of dues upon receipt of a signed dues deduction request form. Executed dues deduction request forms shall be furnished to the District Office prior to the first of the month in which the deduction goes into effect. The District shall not be responsible for any make-up deductions on requests. Such authorization for dues deduction shall continue in effect unless revoked in writing by a member.

B. The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of, or by reasons of action taken by the Board

for the purposes of complying with the above provision of this Article, or in reliance on any list, notice, verification, affidavit, or assignment furnished under any such provision.

ARTICLE IV GRIEVANCE PROCEDURE

Article 4, Section 1 - Definitions

- A. A "grievance" shall be defined as a claim by an employee that there has been an alleged violation of the terms of this Agreement.
- B. The term "days" as used herein shall mean days in which school is in session, except that between the end of the school year and the beginning of the next school year, "days" shall mean calendar days, excluding Saturdays, Sundays, Memorial Day and July 4th.
- C. Nothing contained herein shall be construed as a limitation upon the right of individual bus drivers or a group of bus drivers to present grievances to their employer and have them adjusted without intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the right to provide a response prior to final adjustment of the grievance.
- D. If an employee does not file a grievance in writing with his or her supervisor within fourteen (14) days of the alleged occurrence of the event giving rise to the grievance, or within fourteen (14) days of the time the grievant should have known of such event, then the grievance shall be deemed waived and time barred.

The Board may raise the time bar as a defense at any step of the grievance procedure.

Article 4, Section 2 - Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a formal grievance must be processed as follows:

Step A. The grievant shall present the grievance in writing to his or her immediate supervisor within fourteen (14) days of the occurrence of the event giving rise to the grievance, or within fourteen (14) days of the time the grievant should have known of such event. The supervisor shall provide a written answer to the grievance within ten (10) days of the receipt of the grievance.

Step B. If the grievance is not resolved at Step A, the grievant may refer the grievance to the Superintendent or official designee within ten (10) days after the receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his/her receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response.

Step C. If the Union and grievant are not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the Superintendent's written reply, the grievant may submit the grievance to Step D or to mediation by utilizing the services of the Federal Mediation Conciliation Service. If a demand for mediation is not filed within thirty (30) days of the date for the Step B answer, then the grievance shall be deemed withdrawn.

Step D. If the Union and grievant are not satisfied with the disposition of the grievance at grievance at Step B or C or the time limits expire without the issuance of the Superintendent's written reply, the grievant may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step B answer or the conclusion of mediation, then the grievance shall be deemed withdrawn.

1. The arbitrator may interpret this agreement and apply it to the particular case submitted to him; but he shall, however, have no authority to add to, subtract from, or in any way modify the terms of this agreement; nor shall he have any authority to formulate or add any policies, practices or rules, except as they involve an application of this agreement; nor substitute his discretion for the Board's discretion in cases where the Board is given discretion by this Agreement.
2. Each party shall bear the full costs for its representation in the grievance procedure.
3. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union.
4. Each party shall share equally the cost of the arbitrator and the American Arbitration Association.

Article 4, Section 3 - Constraints

- A. Failure of an employee or Union to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual consent.
- B. Any investigation, handling, or processing of any grievance shall occur at times designated by the Superintendent not to interfere with work activities and district operations.
- C. Step A of the grievance procedure may be bypassed, and the grievance brought directly to Step B if mutually agreed upon by the employee and the Superintendent.
- D. If a grievance involves a class of employees, the Union may initially file the grievance at Step B.
- E. Employees shall have the right to be represented by a Union representative, if one is requested, at Steps A through D of Article 4.2.

- F. With the Superintendent's approval, the grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meetings specified in Article 4.2 A-C.
- G. All records related to a grievance shall be filed separately from the personnel files of the bus drivers.
- H. A grievance may be withdrawn at any level without establishing precedent.

ARTICLE V DISCIPLINARY ACTION

Article 5, Section 1

- A. No employee covered by this agreement shall be subject to suspension or discharge or disciplinary action, resulting in dismissal or loss of pay due to suspension without the following:
 - a. written statement of the reasons or reason.
 - b. right of union representative at any conference to discuss the written statement of the reasons.

ARTICLE VI FILLING OF VACANCIES

Article 6, Section 1 - Vacancies

When a bus route becomes vacant during the course of a school year, each member of the unit will be given an opportunity to express a preference, in writing, for the route. The district will award the route to the full-time bus driver who expresses a preference for the route and who has the longest, continuing service as a full-time bus driver in the district. A vacant bus route shall be defined as a newly created route or a route that was voluntarily relinquished by a driver.

Article 6, Section 2 - Layoff Procedures

- A. Reduction in Force - If an employee (driver) is removed or dismissed as a result of a decision of the Board to decrease the number of employees (drivers) or to discontinue some particular type of service, written notification shall be given the employee by certified mail, at least thirty (30) days before the employee's last day of service, together with a statement of honorable dismissal and the reason therefore. The driver with the shorter length of continuing service with the district shall be dismissed first.
- B. Elimination of Route- If a driving assignment is eliminated, the employee whose driving assignment is eliminated shall retain their seniority according to the Union Seniority List and shall have the right to the comparable driving assignment held by the person with the least seniority. A comparable driving assignment is defined as a driving assignment

less than or equal to the same number of hours as the driving assignment that was eliminated.

- C. Payment of Compensation - When an employee is dismissed by the Board as a result of a decrease in the number of employees or the discontinuance of the employee's job, the employee (if he/she so request) shall be paid all earned compensation on or before the third business day following his or her last day of employment.

Insurance benefits shall continue until the first day of the next school year for honorably dismissed employees who elect to receive their compensation within three (3) business days following their last day of employment.

- D. Recall - If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions becoming available shall be tendered to the employees removed or dismissed from that driving assignment. It is understood the employees will have been honorably removed or dismissed.

- E. Wavier of Recall Rights- Failure of the employee to respond within five (5) calendar days after the Board or the Superintendent sends the letter of recall by certified mail to the employee's address on file with the Board recalling such employee will result in the termination of the employee's right of recall to any subsequent vacant position. It shall be the responsibility of the employee to inform the Superintendent of any change in home address.

Article 6, Section 3- Summer School Vacancies

In the event that the District determines a need for bus drivers for summer school, the open position will be posted for current drivers to apply for at least three (3) calendar days before the positions are posted to the general public. The District has the absolute discretion to hire Association or non-Association members. Summer school positions shall be paid to members of the Association at the same rate as the extra run rate. Nothing herein requires the District to pay substitute or non-member employees the extra run rate.

ARTICLE VII
EXTRA RUNS

Article 7, Section 1 - Driving Roster

- A. The bus driver seniority list (for all regular drivers) shall be used as the extra run roster. The District will post a monthly list of extra runs. Drivers will amongst themselves sign up for the extra runs. No driver may pass on taking extra runs more than three (3) times per semester. If no regular driver signs up for a particular run, the District will award the run to a substitute driver. If a substitute driver is not available, the District will assign the run to a driver using the seniority list on a reverse rotational basis. The only exceptions to this procedure are jury duty, funeral leave, or the driver's schedule.
- B. The above-mentioned driving roster would not apply if the Board deems vans or cars rather than a bus more appropriate.

- C. If a driver is not compensated for a particular activity, the above procedure does not apply. If a driver is to be compensated, a bargaining unit bus driver shall be awarded the extra run according to the above procedure (7.1A.) and shall be compensated according to the extra run rate.
- D. The driver who begins an extra driving run for a particular tournament shall have the option of completing that tournament driving assignment.

ARTICLE VIII
LEAVES/ WORKING CONDITIONS

Article 8, Section 1 - Sick Leave

Employees will be allowed a maximum of (12) twelve working days each year at full pay for sick leave. Full pay shall include pay for regular runs, pay for special education runs, and pay for pre-school runs.

A doctor's certificate verifying the cause of the absence may be required at the employee's expense upon three (3) or more consecutive days of absence. A doctor's note required for an absence of less than three consecutive (3) days shall be at the school district's expense after providing the employee with the reason(s) requiring the verification.

Sick leave may be used for illness including illness of members of the immediate family or household. For the purposes of this section, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sister-in-law, and legal guardians. Sick leave may be used for absences associated with death.

Bus drivers may be able to borrow a maximum of ten (10) days per year from their anticipated sick leave accumulated total if they have ten (10) or more consecutive days of illness and if they have been charged for at least a day (1) without pay. The following provisions will govern the administration of the sick leave disability: (a) the maximum one can borrow is ten (10) days; (b) the days borrowed are to be repaid from days accumulated at the end of succeeding school years; and (c) should the bus driver leave the district owing ten (10) or fewer days, the district shall withhold that amount from the final payment of that driver.

Full time, regularly employed bus drivers assigned to a regular or special education route, shall accumulate to a maximum of 300 days.

Article 8, Section 2 - Personal Leave

Two (2) days emergency personal leave shall be granted at the beginning of each school year. Bargaining unit members shall obtain prior written approval before using a personal leave day.

At least five (5) days prior written notice must be given to the principal via Employee Access on Skyward or the District's current approved system. The principal or Superintendent will

provide a written response on Skyward or the District's current approved system within two (2) working days from the date of request. No such day shall be approved for other employment or where the activity may be scheduled on a non-workday.

At the end of the year, unused personal leave days may be carried over to the following year. The maximum amount of accumulated unused personal leave for any bargaining unit member is four (4) days. If a bargaining unit member is unable to carry over unused personal leave to the following year due to having reached the maximum accumulation, unused personal leave days shall be accumulated as sick leave.

Drivers without home internet access may phone the transportation director or Superintendent in the case of an immediate need for emergency person leave. In such circumstance a phone call to notify the transportation director or Superintendent may be used, but it shall be the driver's responsibility to record the absence on Skyward System or the District's current approved system immediately upon her or his return to work.

Article 8, Section 3 - Jury Leave

There shall be no loss of salary because of jury duty or because a unit member, pursuant to subpoena issued by the clerk of a court and served upon such unit member attends as a witness upon trial of a school related matter or to have his or her deposition taken in any school related matter pending in court, except that the board may make a deduction equal to the amount received for such jury duty or for per diem fees which the member of the unit is entitled to receive for complying with such subpoena. Article 8, Section 3 shall not apply in any case where the employee would be providing testimony against the School District as a party defendant.

Article 8, Section 4 - Maternity Leave

Upon exhaustion of Family and Medical Leave entitlement, each member of the unit shall be entitled to use her accumulated sick leave for temporary disability due to pregnancy related causes. In the event the member of the Unit has exhausted her sick leave, the member of the Unit shall be granted non-paid leave of absence for such remaining time as the member of the Unit is temporarily disabled due to pregnancy or pregnancy related causes, not to exceed the remainder of the school year. The disability may be confirmed by a physician appointed by the District and paid by the District. Any maternity leave granted under this section also shall be computed against time. Any Unpaid leave shall be calculated against the use of the FMLA for that year.

Article 8, Section 5 - Out of District Runs

Drivers whose regular run involves transporting students to other districts will follow that school district's annual calendar in addition to any district training days. If a driver works more than 175 days as a result of transporting students to other districts and following that school district's annual calendar as well as driving for Carrollton Community Unit School District No. 1, said driver will be paid for the additional days of work

ARTICLE IX

MEDICAL TESTS

Article 9, Section 1 - Drug Testing

The district will pay the cost of school bus driver drug tests required by law when obtained at a district-designated facility.

Article 9, Section 2 - Physical Exams

The full cost of the annual physical exam required by law shall be paid by the district. Exams will be performed by a contracted clinic or physician of the District's choice.

Article 9, Section 3 - CDL

The district will pay the renewal cost of the CDL license for the duration of this contract. In addition, drivers who take the bus refresher course shall receive two (2) hours of pay at their regular pay rate.

ARTICLE X INSURANCE PROGRAM

Article 10, Section 1 - Insurance

The Board shall contribute 85% of the individual health insurance premium and 100% of the individual life insurance premium for all bargaining unit members employed full-time.

Employees who are eligible for Board paid health insurance under this provision may waive entitlement to insurance coverage and receive a monthly bonus payment of \$297.62 as long as they provide proof that they are enrolled in a health plan providing "minimum essential coverage." Reenrollment in the insurance plan shall be subject to the insurance carrier's policies, rules, and provisions. The cash option benefit will be terminated for new employees beginning in FY05, however, employees who opt out of Board provided health insurance must provide proof that they are enrolled in another health plan providing: "Minimum essential coverage."

Employees who currently receive the cash option are grandfathered in at the current rate.

Employees who currently take the health insurance option may not switch to the cash option.

Patient Protection and Affordable Care Act

If at any time during the term of the Agreement, a change in federal or state laws or regulations becomes effective which affects the cost of availability of any of the employee benefits offered under this agreement, the parties hereto agree to reopen the Agreement for the express limited purpose of renegotiating the affected provisions.

ARTICLE XI EFFECT OF AGREEMENT

The language agreed upon in the contract shall be effective beginning the first day of school 2021 and shall continue in effect until the first day of school August 2025.

ARTICLE XII
COMPENSATION

Article 12, Section 1 Regular Run

Beginning the first day of the 2012-2013 school year, all full-time bus drivers work 3.5 hours per day.

Regular runs, defined as before school and after school runs, shall be compensated as follows:

All bus drivers eligible for level movement will be granted said movement.

Level 1 shall be defined as the first day of full-time employment through the fourth year of employment. A driver shall move to level two (2) upon completing four years of employment for the district. A driver shall move to level three (3) after completing nine years of employment. After completing fourteen years of employment, a driver shall move to level four (4). After 20 years of employment a driver shall move to level five (5).

<u>2021-2022 Compensation Schedule (3%)</u>		
Level 1	0-4 Years	\$28.56/hour
Level 2	5-9 Years	\$29.03/hour
Level 3	10-14 Years	\$29.48/hour
Level 4	15-19 Years	\$29.79/hour
Level 5	20 Years of More	\$30.24/hour

<u>2022-2023 Compensation Schedule (1%)</u>		
Level 1	0-4 Years	\$28.85/hour
Level 2	5-9 Years	\$29.32/hour
Level 3	10-14 Years	\$29.77/hour
Level 4	15-19 Years	\$30.09/hour
Level 5	20 Years of More	\$30.54/hour

<u>2023-2024 Compensation Schedule (1%)</u>		
Level 1	0-4 Years	\$29.14/hour
Level 2	5-9 Years	\$29.61/hour
Level 3	10-14 Years	\$30.07/hour
Level 4	15-19 Years	\$30.39/hour
Level 5	20 Years of More	\$30.85/hour

<u>2024-2025 Compensation Schedule (1%)</u>		
Level 1	0-4 Years	\$29.43/hour

Level 2	5-9 Years	\$29.90/hour
Level 3	10-14 Years	\$30.37/hour
Level 4	15-19 Years	\$30.69/hour
Level 5	20 Years of More	\$31.16/hour

Article 12, Section 2 - Extra Runs

All extra runs, defined as any run other than the before or after school run shall be compensated at \$1 per hour over the legally required minimum wage.

Article 12, Section 3 - Meeting

Drivers shall be paid at the hourly rate of pay of the legally required minimum wage for meetings they are required to attend which occur at times beyond their regular driving time. Meetings must be announced 48 hours in advance.

Article 12, Section 4 - Cancellations

Drivers shall receive a flat rate of \$15.00 for arriving at a cancelled driving assignment of which the driver has not been notified at least 30 minutes prior to the route time

Article 12, Section 5 - Illinois Municipal Retirement Fund Credit

Each driver shall be notified by October 1st of each year as to the number of credit hours received under IMRF for each route.

Article 12, Section 6 - Overnight Trips

Drivers will be paid \$100 for each overnight stay and not be deducted their regular route pay.

Article 12, Section 7 - Retirement

All full time employees who retire from Carrollton Community Unit School District No. 1 eligible for Illinois Municipal Retirement pension shall receive a recognition bonus of \$150.00 per year for every full or partial year of service to the district, if the employee has been employed with CUSD #1 for 10 or more years, or \$100.00 per year for every full or partial year of service to the district, if the employee has been employed with CUSD #1 for less than 10 years, or an amount stipulated in the negotiated agreement.

Those employees who work less than full time or for any year of any portion thereof shall receive a prorated recognition bonus represented by a proportionate award of \$100.00 per year or \$150.00 per year, for every year of service to the district.

The recognition bonus will be paid after the employee's last day of service to the School District and after the employee receives his or her final paycheck for services rendered. The parties agree that an eligible employee's receipt of the recognition bonus will be considered a retirement severance benefit and will be paid to the employee on or after the 65th day after the employee's last day of work. The severance payment will not be treated as creditable earnings under IMRF.

Article 12, Section 8 - Pay Period

Payroll and pay stubs shall be issued electronically via Employee Access (or the District's current approved system) on the 28th day of the month. Bargaining unit members shall have

the option of receiving their compensation over nine (9) months or twelve (12) months. On a form developed by the District which will be mailed to all bargaining unit members at least one calendar week (7 calendar days) prior to the first day of school, bargaining unit members shall annually elect the distribution of their compensation 9 or 12 months). The election will be irrevocable for the remainder of the school year. Bargaining unit members first hired for or after the 2011-2012 school year must take their compensation over twelve months.

Article 12, Section 9 - Creditable Earnings Limitation

In no event will an employee who is less than four (4) years from retirement eligibility receive an increase in reported earnings in excess of six percent (6%) of the prior year's reported earnings, or 1.5 times the annual increase in the Consumer Price Index-U as established by the United States Department of Labor for the preceding September, whichever is greater, unless any of the enacted statutory exceptions under Public Act 97 0609 (Senate Bill 1831) except such reported earnings from the payment of additional Employer contributions to the Illinois Municipal Retirement Fund. Should any such increase over six percent (6%) occur, such increase shall be paid to the employee in one lump sum as a severance payment on or after the 65th day after the employee's last day of work. The severance payment will not be treated as creditable earnings under IMRF.

Article 12, Section 10 – Severability

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

This Agreement is signed this day 19 of July 2021. In witness thereof:

For the Carrollton Federation of Support Personnel (Bus Drivers)

President

Secretary

For the Board of Education School District #1

President

Secretary