

**SCHOOL CITY OF EAST CHICAGO
East Chicago, Indiana**

**AGREEMENT WITH
TRANSPORTATION EMPLOYEES**

**BUS DRIVERS
BUS AIDES**

Effective January 1, 2020 – December 31, 2021

Approved: November 18, 2020

ARTICLE 1 - RECOGNITION

1.1 This AGREEMENT is entered into between the Board of School Trustees of the School City of East Chicago, Indiana, hereinafter referred to as the Employer, and the Teamsters Union, Local No. 142, hereinafter referred to as the Union. The School City of East Chicago employees covered by this Agreement are:

- a. Bus Drivers
- b. Bus Aides

1.2 The Employer recognizes and acknowledges that the Union is the sole and exclusive representative of all the employees in all classifications of work covered by this Agreement.

1.3 The Employer shall neither enter into nor negotiate any agreement or understanding (oral or written) individually or collectively with any of its employees which conflicts with the terms and provisions of this Agreement, and any such agreement or understanding shall be null and void.

1.4 Definitions

- a. Employee

Unless otherwise indicated, the term Aemployee(s),@ when used hereinafter in this Agreement shall refer to employees in the bargaining unit, and references to a specific gender shall be understood to include both genders. Substitutes shall be excluded from the meaning of Aemployee(s).@

- b. Board

The term ABoard@ shall mean the Board of School Trustees of the School City of School City of East Chicago.

- c. Employer

The term Aemployer@ shall mean the Board, administrators, supervisors, and any other person(s) authorized to act on behalf of the Board in dealing with its employees.

- d. Union

The term AUnion@ shall mean the Teamsters Union, Local No. 142.

ARTICLE 2 – UNION DUES DEDUCTION

- 2.1** The Employer will deduct from the employee's pay, dues as designated by the Teamsters Union, Local No. 142 for membership dues of the Union on the basis of individually signed voluntary deduction authorization cards and to remit the same to the office of the Union. All such written authorizations shall be on a form acceptable to the Employer.
- 2.2** *Deductions from an employee's pay shall commence with the paycheck for the payroll period in which his/her authorization card is received and will automatically continue until canceled.*
- 2.3** The Union agrees to indemnify and hold the Employer harmless against any liability which may arise by reason of any action taken by the Employer in complying with the provisions of this Article.

ARTICLE 3 – GRIEVANCE PROCEDURE

3.1 - General Provisions

1. A grievance is a claim by an employee that there has been an alleged violation of a specific section of this Agreement.
2. All time limits contained herein shall be strictly adhered to unless the Employer and the Union agree to an extension of time limits. If the grievant or the Union fails to act within the time limits set forth herein, the grievance shall be deemed waived. If at any step of the grievance procedure the Employer fails to act within the time limits set forth, the Union may submit the grievance to the next step of the grievance procedure.
3. In any claim for back pay the Employer shall not be required to pay back wages for more than fifteen (15) working days prior to the date the employee first knew or had reason to know of the act or condition upon which the alleged grievance is based.

3.2 - Procedure

Step 1 In the event an employee believes there is a basis for a grievance, the employee, together with the employee's Union Representative, or the Union Representative's designee, shall present the alleged grievance to the Transportation Manager within fifteen (15) working days of the date the employee first knew or had reason to know of the fact(s) or condition(s) upon which the alleged grievance is based. The first step shall be informal. The Transportation Manager shall have a maximum of fifteen (15) working days following the date of submission of the grievance during which the Transportation Manager may attempt to resolve the grievance. The resolution of a grievance at Step 1 shall be without prejudice unless approved in writing by the Union Representative and the Superintendent or the Superintendent's designee.

Step 2 If the grievance is not resolved at Step 1, the Union may submit a formal written grievance to the Superintendent or the Superintendent's designee. In no case shall the formal written grievance be submitted more than twenty-five (25) working days after the date on which the grievance was submitted at Step 1.

The formal written grievance shall contain a statement of the specific alleged violation citing the Article or Articles violated and the remedy sought. The parties shall meet as soon as possible to attempt to resolve the grievance. The Superintendent or his/her designee shall indicate his/her disposition of the grievance in writing within twenty (20) working days of the submission of the formal written grievance at Step 2.

Step 3 If the Union is not satisfied with the disposition at Step 2, the Union may submit a written appeal to the President of the Board of School Trustees within ten (10) working days of the receipt of the written disposition by the Superintendent or the Superintendent's designee, or in the event the Superintendent or the Superintendent's designee fails to issue a written disposition within the time limit, within thirty (30) working days of the appeal of the grievance to Step 2. Upon written request to the President of the Board of School Trustees the Union shall be entitled to a meeting with the Board to discuss the grievance prior to the Board's final decision. The Board of School Trustees will review the grievance, make its decision, and notify the Association at the earliest opportunity. The decision of the Board shall be final.

ARTICLE 4 – WAGE RATES

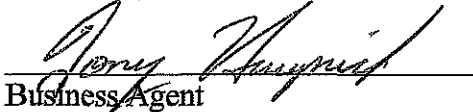
- 4.1** The wage rates for transportation employees shall be set forth in Appendix A.
- 4.2** Regular Route [Effective the 2012-2013 school year] - during the regular school year each employee will be assigned a regular route. Each employee shall be compensated for five (5) hours at the employee's regular rate of pay for performing the duties of his/her assigned duties of his/her regular route. If the route is consistently over, five (5) hours per day the route will be adjusted accordingly.
- 4.3** To assist the employer in maintaining the appearance of the school buses employees shall be compensated for washing and detailing their buses in the amount of forty dollars (\$40.00). It is understood that the school bus must be sufficiently cleaned to meet the standards established by the Director of Transportation.
- 4.4** An employee who is assigned a field trip that is scheduled to begin at the bus garage which is also scheduled to end at the bus garage will be compensated from the time the employee begins the pre-trip inspection at the bus garage until such time as the employee returns to the bus garage at the end of the field trip.

ARTICLE 5 – TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 2020 and shall continue in effect through December 31, 2021. The parties hereby agree to negotiate for each calendar year during the life of this Agreement wages and wage related fringe benefits.

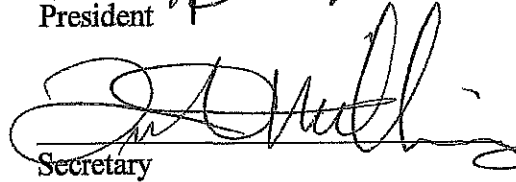
On or before November 1, 2020, the parties shall initiate negotiations for the purposes of entering into a successor Agreement. This Agreement, made and entered into on this the 18th day of November 18, 2020, is attested to by the parties whose signatures appear below:

Teamsters, Local 142


Business Agent

School City of East Chicago


President


Secretary

Spokesperson



Appendix A

Wage Rates
Effective January 1, 2020

HOURLY WAGES

BUS DRIVERS

\$18.98

Field Trip Rate:

\$15.84

BUS AIDES

\$12.36

Field Trip Rate:

\$11.01

MEMORANDUM OF UNDERSTANDING

The Board of School Trustees of the School City of East Chicago and Teamsters Union Local No. 142, hereby agree that effective the 2012-2013 school year midday and late routes shall be assigned on a two (2) week rotating basis. Midday routes and late routes shall be paid at the rate of pay for the regular route.

Daniel J. Friel
FOR THE BOARD

Larry Regan
FOR THE UNION

Date: March 26, 2015

AGREEMENT

The parties agree that the number of employees employed as Bus Drivers and Bus Aides is a right reserved to the Board of School Trustees. However, the Union has been notified that effective the 2012-2013 school year, it is the intent of the Board of School Trustees to employ twenty (20) bus aides.

AGREEMENT

On a trial basis, effective the 2014-2015 school year, the employer intends to have employees wash each bus on a rotating basis, when practicable, at least once a month during the school year. In the event that the employer determines that this schedule needs to be modified the employer shall notify the Union prior to modifying such schedule.

If a bus driver or bus aide on the bus washing rotating list declines to wash an assigned bus his/her name will be removed from the list for a period of two (2) months.

In the event a bus driver and bus aide both washes and details a school bus they shall split the forty dollars \$40.00 compensation. In the event an employee washes and details a bus for another employee the employee that washes and details the bus shall receive the forty dollars \$40.00 compensation.

It is understood by the parties that maintenance laborers or mechanics on occasion shall be authorized by the Director of Transportation to wash buses.

MEMEORANDA OF UNDERSTANDING

Working Conditions

1. Regular Routes will be posted in the Transportation Office in a location where they can be seen by all employees. Regular Routes will be selected during a meeting open to all employees and will be awarded at this meeting
2. A list of Field Trips shall be posted in the Transportation Office. As employees select trips from the field trip signup sheet they shall be listed next to the field trip to which they are assigned.
3. If a field trip is cancelled it shall be noted on the Field Trip list as soon as the Director of Transportation becomes aware of the cancellation.
4. Normally, field trips shall not be assigned via the transportation radio. Exceptions will be made if a bus driver is in the process of completing his/her route at the time field trips are being assigned.
5. There shall be maintained two lists of bus drivers. One list will contain the bus drivers that are regular permanent employees. The second list will contain bus drivers that are substitute employees. Substitute bus drivers are day to day and are not a part of the bargaining unit.
6. Substitute bus drivers will be used only when regular bus drivers are unavailable or in the case of an emergency.
7. It shall be the responsibility of a bus driver to maintain his/her CDL drivers' license and state certification. The Employer shall pay \$20.00 toward the cost of a bus driver's CDL license. Receipt for the expenditure shall be required for reimbursement.
8. The Employer will explore the feasibility of contracting with a vendor to provide required physical examinations.
9. The annual Special Olympics field trip shall be awarded to the most senior bus driver and bus aide.

Daniel J. Friel
FOR THE BOARD

Larry Regan
FOR THE UNION

Date: March 26, 2015