

SCHOOL CITY OF HAMMOND  
Hammond, Indiana

AGREEMENT WITH  
TRANSPORTATION EMPLOYEES

BUS DRIVERS  
MECHANICS  
BUS MONITORS  
BUS PORTERS

Effective July 1, 2022 – December 31, 2023

Amended December 13, 2022

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# **ARTICLE 1**

## **RECOGNITION, BARGAINING AND DEFINITIONS**

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

- a. Bus Drivers
- b. Mechanics
- c. Bus Monitors regularly scheduled a minimum of twenty (20) hours or more per week.
- d. Bus Porters

**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** During the life of this Agreement, no employee will be laid off as a result of the Board having contracted with a private entity to perform the services currently being performed by employees in the bargaining unit.

### **1.5 Definitions**

- a. Employee:  
Unless otherwise indicated, the term “employee(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 “employee(s).”
- b. Board:  
The term “Board” shall mean the Board of School Trustees of the School City of Hammond.
- c. School Corporation:  
The term “school corporation” shall mean the School City of Hammond.
- d. Employer:  
The term “employer” shall mean the Board, administrators, supervisors, and any other person(s) authorized to act on behalf of the Board in dealing with its employees.
- e. Union:  
The term “Union” shall mean the Teamsters Union, Local No. 142.

f. Unit Seniority:

“Unit seniority” shall be defined as length of continuous service in the bargaining unit, including periods while on an unpaid leave of absence, commencing with the first day of work as a member of the bargaining unit. Unit seniority shall not be interrupted by a layoff but shall not accumulate during the period(s) of layoff.

g. Category Seniority:

“Category seniority” shall be defined as length of service in a given job category, including periods while on an unpaid leave of absence within the Transportation Unit. Category seniority may accrue in one of four job categories: Bus Mechanic, Bus Driver, Bus Monitor, Bus Porter; however, seniority may accrue in only one category at a time.

## **ARTICLE 2 NEW EMPLOYEES**

All new employees shall be paid at the regular rate of pay for the position to which they are assigned. All new employees shall serve a probationary period of ninety (90) work days. A probationary employee will be paid on the basis of hours actually worked. He/she will not receive pay for holidays or leave time during this probationary period. A probationary employee may be laid off, transferred, disciplined, suspended or discharged as exclusively determined by the employer. A probationary employee shall have no recourse to the grievance procedure contained in this Agreement.

Employees who leave the bargaining unit and subsequently return to the bargaining unit shall be considered to be new employees.

As a condition of permanent employment, all employees must maintain a working telephone and keep the current number listed with the Transportation and Personnel Office at all times. All employees covered by this Agreement must have United States Department of Transportation Interstate Commercial Driver’s License and meet State requirements as indicated in IC 20-9.1-3 if they are to transport students.

[Effective January 1, 2009] The employer shall reimburse each employee up to \$50.00 toward the cost of the physical examination required to renew the employee’s CDL. If an employee’s physician requires a physical examination more often than every other year in order to renew the CDL, the administration shall have the right to require the employee to be examined by a physician of the employer’s choosing to verify the need for the physical examinations. In the event the administration requires such medical examination, the school corporation shall pay the cost of such medical examination.

[Effective January 1, 2009] The employer shall reimburse each bus monitor up to \$50.00 toward the cost of any physical examination required by the Indiana Department of Transportation.

## **ARTICLE 3 UNION RIGHTS**

**3.1** On or before October 10 of each school year, employees may sign and deliver to the employer an assignment authorizing payroll deductions of union membership dues.

**3.2** Upon receipt of written authorization from employees who are members of the Union, the Employer agrees to deduct periodic membership dues in the Union and to remit the same to the office of the Union. All such written authorizations shall be on a form acceptable to the Employer.

## **ARTICLE 4 EVALUATIONS**

All employees may be evaluated by the appropriate supervisor designated by the Employer. Every employee shall have the right to inspect his/her evaluation and request and receive a conference with the evaluator for the purpose of discussing the evaluation.

## **ARTICLE 5 TRANSPORTATION EMPLOYEE HANDBOOK**

Each employee will be provided with a copy of the *Transportation Employee Handbook* and will be responsible for having read it and being familiar with its contents. Each new employee will, by his/her signature, indicate that he/she has received a copy of the *Transportation Employee Handbook* and read it.

## **ARTICLE 6 CAUSE FOR DISCIPLINE UP TO AND INCLUDING DISCHARGE**

An employee may be disciplined for just cause.

## **ARTICLE 7 ABSENCES**

### **7.1 Bus Drivers, Bus Monitors**

Bus Drivers and Bus Monitors shall be eligible for twenty-five (25) hours of leave time each semester. Leave time will normally be taken a full day at a time.

In cases of death in the immediate family, the employee may be absent with pay not to exceed seven (7) consecutive calendar days immediately following the death. These days shall not be charged against the employee's accumulated personal illness days. The term "immediate family" shall be defined as: spouse, mother, father, sister, brother, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and other blood relatives permanently residing in the home of the employee.

Bus Drivers and Bus Monitors recognize the fact that they are not entitled to any paid vacation and abuses of leave days used for vacation time may be cause for disciplinary action. Unpaid vacations must be taken during Winter Recess, Spring Recess, between semesters, or at the end of a summer school assignment, whenever students are not normally scheduled for transportation.

## **7.2 Mechanics**

### **a. Personal Illness Leave:**

Permanent employees shall be granted one (1) day for personal illness without loss of pay for each four (4) weeks of continuous service, such days to be cumulative from year to year without limit.

New employees shall not receive sick leave until after ninety (90) workdays of employment. The ninety (90) workdays employment will be credited to future accumulation for sick leave without loss of pay.

Paid holidays shall not be charged against personal illness days accumulated by an employee when holidays occur during an employee's illness.

Classified personnel anticipating a prolonged illness must notify in writing the Director of Transportation as soon as possible of the anticipated length of illness and the probable date of return to work.

Employees who are about to exhaust accumulated personal illness days because of extended illness must follow the procedure in PROCEDURE FOR LEAVE OF ABSENCE. Failure to follow such procedure within thirty (30) days after the exhaustion of accumulated personal illness days shall result in termination of employment and loss of all fringe benefits.

The Employer reserves the right to demand a physician's certificate for verification of illness of a bus mechanic who is absent more than three (3) days. [See also: Section 23.2]

### **b. Personal Business Absence:**

Permanent employees may be allowed up to three (3) days with pay for personal business leave per year in order to conduct business that clearly cannot be done

because of regularly assigned working hours. Personal business leave days shall not be cumulative. Approval for personal business leave shall be made by the Director of Transportation. A written request by the employee to the Director of Transportation shall be made at least forty-eight (48) hours prior to such time requested and the reasons completely and adequately stated. The Director of Transportation has the right to refuse any request for personal business leave.

In cases of extreme emergency, the requirement of the forty-eight (48) hour prior notice will not be necessary.

Unused personal business days shall, at the end of the school year, be credited to cumulative sick leave.

c. **Family Illness Absence:**

Permanent employees shall be allowed up to five (5) days leave per year with pay (not cumulative and not deducted from accumulated personal illness days) in case of serious illness, major surgery, or serious accident involving an immediate member of their family when their presence is necessary. The employee shall report the name of the family member, his relationship to the employee, the nature of the illness, and why his presence was necessary. The term "immediate family" shall be defined as: wife, husband, mother, father, sister, brother, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other blood relative permanently residing in the home of the employee.

In the event emergency conditions arise, an extension of family illness leave may be granted without pay by the Personnel Department. In all cases of approved extension, a written application shall be submitted before return stating clearly all details regarding the emergency.

d. **Bereavement Leave:**

In cases of death in the immediate family, a permanent employee may be absent with pay not to exceed seven (7) consecutive days. These days shall not be charged against the employee's accumulated personal illness days and such bereavement leave days shall not be cumulative. "Immediate family" shall be defined the same as in Section 7.3(c).

### **7.3 Family and Medical Leave Act**

An employee may be eligible for paid benefits while on unpaid leave of absence for up to twelve (12) weeks pursuant to the Family and Medical Leave Act. An employee who believes that benefits to which the employee is entitled under the Family and Medical Leave Act have been denied may file a grievance at Stage 2. The grievance will not be processed beyond Stage 2; however, if the dispute is not resolved at Stage 2, the employee may file a complaint with the U. S. Department of Labor.



## **7.4 Other Provisions Governing Absences**

New employees shall not receive paid leave until after ninety (90) workdays of employment.

Personnel anticipating a prolonged illness must notify the Director of Transportation as soon as possible of the anticipated length of illness and the probable date of return to work.

Employees who are about to exhaust accumulated leave time because of extended illness must follow the procedure in Article 11 - Procedure for Leave of Absence. Failure to follow such procedure within thirty (30) days after the exhaustion of accumulated leave time shall result in termination of employment and loss of all fringe benefits.

The Employer reserves the right to demand a physician's certificate for verification of illness of an employee who is absent more than three (3) days or when leave is taken immediately before or after a holiday or scheduled recess. [See also: Section 23.2]

[Effective August 15, 2022 through June 30,2023] If a transportation employee is directed by the administration to quarantine, and following the CDC and SCH protocols, due to a positive test for Covid-19, due to the transportation employee experiencing symptoms of Covid-19 or due to exposure during the transportation employee's workday to a student and/or other school personnel that tested positive for Covid-19, the Superintendent shall authorize the transportation employee to get paid for a period of up to five (5) calendar days without the use of paid personal illness leave.

In addition, if a vaccinated transportation employee is diagnosed with a prolonged illness due to Covid-19 the superintendent shall have the discretion to allow the transportation employee to be absent for an extended period of time without the use of sick leave.

## **ARTICLE 8 PAID HOLIDAYS**

**8.1** Employees shall not report to their regular assigned duties and deductions from wages shall not be made on the following holidays, provided the employee works on the last regularly scheduled workday before, and the first regularly scheduled work day after the holiday or the absence has been approved by the Director of Transportation. Holiday pay will be equivalent to the employee's regular straight time daily rate of pay. An employee who is required to work on a holiday shall be paid his/her regular holiday pay in addition to his/her regular rate of pay for hours worked. The holidays are:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day

Fourth of July (Summer Workers)  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Juneteenth

## **8.2 Bus Mechanics**

In addition, when Christmas Eve and New Year's Eve fall on a workday, each mechanic scheduled for work on those days will be dismissed four (4) hours after starting time without loss of pay. The mechanic may elect to take either of the days as a full day off without loss of pay and work the other full day. Before making this election, the mechanic shall coordinate his or her schedule with the other bus mechanics. When Christmas Eve and New Year's Eve fall on a Saturday or Sunday, and when Christmas Day and New Year's Day fall on a Saturday and are observed on Friday, an additional day off will be scheduled during the winter recess.

When a holiday falls on a Saturday or Sunday, the prior Friday or the following Monday shall be observed as a holiday or an alternate day off will be scheduled.

**8.3** In the event students are scheduled to be in attendance on a holiday, that day will not be a paid holiday, and an alternate day off will be scheduled.

**8.4** An employee who is required to work on a holiday shall be paid his/her regular holiday pay in addition to his/her regular rate of pay for hours worked.

**8.5** Paid holidays shall not be charged against leave time accumulated by an employee when holidays occur during an employee's illness.

## **ARTICLE 9 VACATIONS**

**9.1** Bus Mechanics who have been employed by the Employer not less than six (6) continuous months as of June 30th of any year shall be granted one (1) weeks' vacation (five [5] working days) with pay during the next work year.

Bus Mechanics who on June 30th of any year has been employed by the Employer not less than ten (10) continuous months shall be granted two (2) weeks' vacation (ten [10] working days) with pay during the next work year.

Bus Mechanics who on June 30th of any year has been employed by the Employer not less than seven (7) continuous years shall be granted three (3) weeks' vacation (fifteen [15] working days) with pay during the next work year.

Bus Mechanics who on June 30th of any year has been employed by the Employer not less than fifteen (15) continuous years shall be granted four (4) weeks' vacation (twenty [20] working days) with pay during the next work year.

Bus Mechanics who on June 30th of any year has been employed by the Employer not less

than twenty (20) continuous years shall be granted five (5) weeks' vacation (twenty-five [25] working days) with pay during the next work year.

Bus Mechanics who works less than an eight (8) hour day shall be granted vacation time prorated to the number of continuous hours worked and continuous years employed.

**9.2** Vacations shall be on an annual basis and may be taken at any time provided that a written request is presented by the employee at least six (6) weeks in advance of desired vacation time to the Director of Transportation. Permission shall be granted, according to date of request and scheduling of the Director of Transportation.

**9.3** Vacation time is not cumulative. Vacation time must be used during the work year after the June 30th date which determines the amount of the employee's vacation time. Exceptions may be made only with the prior approval of the Employer.

## **ARTICLE 10 INJURY DURING COURSE OF EMPLOYMENT**

If any employee incurs an injury arising out of and within the scope of employment which incapacitates him/her for work for any period of time, the employee may elect to apply any accumulated leave time during the period of incapacitation. It shall be understood that the amount of compensation paid by the insurance company shall be considered as a part payment as against any leave time which may be accumulated, or to which the employee is entitled.

The payment of leave time shall be adjusted so that the total amount of compensation paid by the insurance company, plus the amount paid by the school corporation as leave time, does not exceed the total compensation which would be paid if the employee were on the regular payroll. Such partial payments of leave time as made shall also be prorated as against the leave time charges, so that no employee shall be charged for the day of leave time and receive less than payment for one (1) day of employment.

Bus drivers, bus monitors, and bus porters will continue to be eligible for twenty-five (25) hours of leave time each semester while on workers' compensation leave.

Mechanics will continue to be eligible for one (1) day for personal illness without loss of pay for each four (4) weeks of continuous service while on workers' compensation leave.

## **ARTICLE 11 PROCEDURE FOR UNPAID LEAVE OF ABSENCE**

Any absence not previously mentioned shall be covered in the following paragraphs.

An employee who has been in the employment of the School City of Hammond three (3)

consecutive years or more may be granted a leave of absence without pay. A written application must be filed with the Superintendent. An application must clearly state the reasons for desiring such leave and the proposed beginning and ending dates. The mere filing of such application shall in no way be interpreted as allowing a leave of absence. No leave of absence shall be granted for less than six (6) months nor more than one (1) year. Under exceptional circumstances, the Employer, at its discretion, may grant a subsequent leave of absence which may be extended the total period of leave time to more than one (1) year. An application for illness leave must be filed within thirty (30) days after the exhaustion of accumulated leave time. The Employer shall continue to pay its share of health insurance and life insurance premiums for the month following the month in which the employee exhausts accumulated personal illness days, following which the person receiving a leave of absence shall personally pay the full amount of group insurance premiums while officially on leave.

Written notice to the Superintendent of the employee's intent to return to work must be filed at least thirty (30) days before the date of his or her desired return. Failure to file a notice of intent to return to work shall be interpreted as a resignation. Upon the employee's return, the employee shall present his/her physician's certificate stating the employee is able to resume work. The employee shall accept his/her assigned duties after reinstatement, on approval by the Employer.

## **ARTICLE 12 RESIGNATION**

Any employee desiring to resign shall file a written letter of resignation with the Employer at least ten (10) working days prior to the effective date of the resignation.

## **ARTICLE 13 RETIREMENT SEVERANCE PAY**

Retirement severance pay shall be granted to all eligible employees upon their retirement. Eligibility for retirement severance pay shall be defined by and include all of the following:

- a. A minimum of ten (10) years of full-time continuous employment in the School City of Hammond.
- b. At least fifty (50) years of age.
- c. A written notification of intent to retire must be filed with the Employer at least one (1) year prior to retirement. Such written notification can only be withdrawn by permission of the Superintendent.
- d. In the event an employee is unable to give proper notice of retirement as required and is forced to retire as a result of ill health or accident, the required notice of retirement may be waived by the Employer on the recommendation of the

Superintendent and upon receipt of such written request.

e. Severance pay shall be computed as follows:

After ten (10) years, 25.0% of accumulated sick leave  
After eleven (11) years, 27.5% of accumulated sick leave  
After twelve (12) years, 30.0% of accumulated sick leave  
After thirteen (13) years, 32.5% of accumulated sick leave  
After fourteen (14) years, 35.0% of accumulated sick leave  
After fifteen (15) years, 37.5% of accumulated sick leave.  
After forty (40) years, 100.0% of accumulated sick leave

For retirement severance pay purposes, accumulated sick leave days shall not exceed fifty (50) days for Mechanics and three hundred (300) hours for Bus Drivers, and Technicians. Severance pay shall be based on the employee's rate of wages in the year of the employee's retirement.

In addition, upon retirement, employees shall receive ten dollars (\$10.00) per day, up to a maximum of two thousand dollars (\$2,000.00), for each full day of unused accumulated sick leave in excess of fifty (50) days. For the purposes of this paragraph a "day" for bus drivers shall be defined as a five (5) hour day. For the purposes of this paragraph a "day" for technicians shall be defined as a eight (8) hour day.

Upon the death of any employee fully eligible for retirement severance pay, said retirement severance pay such employee would have been entitled to receive had he/she survived shall be paid directly, in a lump sum, to the surviving spouse of the deceased, or to the dependent children, or other such dependents as may have been designated by the deceased in writing to the Employer. When no designation has been submitted (and in the absence of surviving spouse or dependent children), payment will be made to the estate of the deceased.

In the event an employee is discharged for good cause, retirement severance pay shall not be paid.

## **ARTICLE 14 RETIREMENT PLAN**

Effective January 1, 2008, the Board agrees to establish and maintain a qualified retirement plan pursuant to Section 401(a) of the U.S. Internal Revenue Code [hereinafter referred to as the "401(a) plan] for all employees. Effective January 1, 2008, the Board will contribute an amount equal to one percent (1%) of each employee's regular straight time daily pay into the 401(a) plan on behalf of each employee.

The contributions to the 401(a) plan on behalf of an employee will vest with that employee after the employee completes five (5) consecutive years of service with the School City of Hammond. For purposes of this Article, one (1) year of service shall be defined as a minimum of

one hundred twenty (120) days worked in a given school year. If at the time the employment relationship with the School City of Hammond is severed, an employee has not completed five (5) consecutive years of service, the amount in that employee's account shall revert back to the School City of Hammond.

At the time an employee severs his/her employment relationship with the School City of Hammond, the value of all contributions to the employee's 401(a) plan (agreed to by the parties) shall be deducted from the total amount of retirement severance pay to which the employee would be entitled pursuant to Article 13 of this Agreement. The annual rate of return shall be determined each July 1 and shall be used for the succeeding twelve (12) month period. The remaining retirement severance pay shall be paid out pursuant to Article 13 of this Agreement.

If the 401(a) account is larger than the employee's retirement severance pay pursuant to the Retirement Severance Pay section of this Agreement, the employee will receive the 401(a) amount only.

## **ARTICLE 15 RETIREMENT BENEFITS**

For the benefit of employees of the Employer, participation in retirement benefits is as follows:

### **Public Employees' Retirement Fund or State Pension**

Eligibility of an employee shall be determined by the rules and regulations of the Public Employees' Retirement Fund of the State of Indiana.

Effective January 1, 1993, the Board shall pay directly to the Public Employees' Retirement Fund each employee's three percent (3%) contribution to the fund.

## **ARTICLE 16 INSURANCE**

### **16.1 Mechanics**

a. Health Insurance:

[Effective January 1, 2019] A full-time mechanic electing to participate in the School City of Hammond health insurance plan shall pay \$1,200.00 annually toward the cost of participation in a single Plan B (High Deductible Health Plan) or \$3,600.00 annually toward the cost of participation in a family plan. Mechanics will annually have the opportunity to change plans during an open enrollment period. This election will be effective for the following calendar year. The Board shall make an annual

contribution of \$750.00 into the Health Savings Account (HSA) on behalf of any mechanic electing to participate in the Single High Deductible Health Plan. The Board shall make an annual contribution of \$1,500.00 into the Health Savings Account (HSA) on behalf of any mechanic electing to participate in the Family High Deductible Health Plan.

[Effective January 1, 2022] In addition to the Health Savings Accounts contributions stated above, the Board shall make a one-time contribution of \$1,000.00 into a Health Savings Account (HSA) on behalf of any mechanic electing to participate in the Family High Deductible Health Plan.

b. Life Insurance

\$42,000 Term Life (Employee must complete enrollment card and contribute one dollar [\$1.00] each year through payroll deduction). For employees sixty-five (65) years of age and older, this amount shall be reduced in accordance with standard insurance reduction schedules.

c. Tool Allowance

The Employer will provide insurance coverage for loss or damage to mechanics' tools. The amount of coverage for all tools in the transportation facility will be sixty thousand dollars (\$60,000.00) per incident. The insurance policy will have a deductible of two hundred fifty dollars (\$250.00). In the event of loss or damage to a mechanic's tools, the individual employee will be responsible for the deductible. In addition to the insurance coverage provided, on or about January 1 and July 1 of each year, mechanics will receive a replacement tool allowance in the amount of two hundred dollars (\$200.00).

## **16.2 Bus Drivers, Bus Monitors, Bus Porters**

a. Health Insurance:

[Effective January 1, 2015] A bus driver or bus monitor electing to participate in the School City of Hammond health insurance plan shall pay \$1,200.00 annually toward the cost of participation in a single Plan B (High Deductible Health Plan) or thirty percent (30%) of the cost annually toward the cost of participation in a family Plan B (High Deductible Health Plan). Bus drivers or bus monitors will annually have the opportunity to change plans during an open enrollment period. This election will be effective for the following calendar year. The Board shall make an annual contribution of \$750.00 into the Health Savings Account (HSA) on behalf of any bus driver or bus monitor electing to participate in the Single High Deductible Health Plan. The Board shall make an annual contribution of \$1,500.00 into the Health Savings Account (HSA) on behalf of any bus driver or bus monitor electing to participate in the Family High Deductible Health Plan

[Effective January 1, 2022] In addition to the Health Savings Accounts contributions stated above, the Board shall make a one-time contribution of \$1,000.00 into a Health Savings Account (HSA) on behalf of any bus driver or bus monitor electing to participate in the Family High Deductible Health Plan.

b. Life Insurance:

\$28,000 Term Life (Employee must complete enrollment card and contribute one dollar [\$1.00] each year through payroll deduction). For employees sixty-five (65) years of age and older, this amount shall be reduced in accordance with standard Insurance reduction schedules.

### **16.3 Flexible Benefit Spending Plan**

Pursuant to Section 125 of the U.S. Internal Revenue Code, the Board will provide a Flexible Benefit Spending Plan. This Flexible Benefit Spending Plan allows an employee to convert his contribution toward the group hospitalization, major medical, dental and vision plans to pre-tax dollars. In addition, this Flexible Benefit Spending Plan allows some unreimbursed medical and dependent daycare expenses to also be converted to pre-tax dollars. The cost of the administration of this plan, if any, will be subject to negotiation.

## **ARTICLE 17 WORKING HOURS**

### **17.1 Mechanics**

The working hours of mechanics shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday. The working hours shall be determined by the Director of Transportation based on the need of repairing and/or servicing all School City vehicles when they are not being used.

### **17.2 Bus Drivers**

a. Regular School Year

- (1) Drivers will be paid for actual driving hours each workday rounded up to the next one-half (½) hour.
- (2) All bus drivers shall be guaranteed twenty-five (25) hours of work each week, Monday through Friday, at his/her regular hourly rate of pay.
- (3) Work performed on a Saturday, Sunday, or holiday shall be on a voluntary basis only. If no driver volunteers, the work shall be assigned on the basis of least category seniority.



- (4) Drivers will be paid one (1) hour each week for parent contacts.
- (5) Drivers will be paid one (1) hour each week for bus cleaning.
- (6) [Effective January 1, 2009] Each driver assigned to a regular school bus (44 passengers or less) will receive six (6) hours of pay each school year for the annual cleaning, waxing, and preparation his/her bus. Each driver assigned to a large school bus (45 – 66 passengers) will receive seven (7) hours of pay each school year for the annual cleaning, waxing, and preparation of his/her bus. Each driver assigned to a mass transit school bus (67 passengers or more) will receive eight (8) hours of pay each school year for the annual cleaning, waxing, and preparation of his/her bus. With the approval of the Director of Transportation, a driver may elect to permit a monitor or another driver to perform this service.
- (7) Each driver will receive four (4) hours of pay for attendance at state-mandated summer training. Each driver will receive three (3) hours of pay for school mandated training.
- (8) [Effective January 1, 2009] Each driver who is required to report for bus safety inspections will receive a minimum of four (4) hours pay.

b. Summer School

- (1) During the life of this Agreement, summer school bus drivers shall be guaranteed three (3) hours of work each day at his/her regular rate of pay.
- (2) Summer school and summer field trip assignments will be offered to bus drivers on a seniority basis.
- (3) If the number of bus drivers who request summer school and summer field trip assignments are insufficient to route all summer school needs, summer school and summer field trip assignments will be offered to substitute bus drivers.
- (4) If volunteers cannot be found to route all summer school needs, bus drivers will be assigned to summer school and summer field trip assignments on the basis of least category seniority.

### **17.3 Bus Monitors**

a. Regular School Year

- (1) Bus monitors will be paid for actual working hours each workday rounded up to the

next one half (1/2) hour.

- (2) All bus monitors shall be guaranteed twenty (20) hours of work each week, Monday through Friday, at their regular hourly rate of pay.
- (3) Work performed on a Saturday, Sunday, or holiday shall be on a voluntary basis only. If no monitor volunteers, the work shall be assigned on the basis of least category seniority.
- (4) Each bus monitor will receive three (3) hours of pay for school mandated training.

b. Summer School

- (1) During the life of this Agreement, summer school bus monitors shall be guaranteed three (3) hours of work each day at his/her rate of pay.
- (2) Bus monitors will be called upon to assume summer school and summer field trip assignments on a seniority basis. If volunteers cannot be found to route all summer school needs, assignments will be made on the basis of least category seniority.

## **ARTICLE 18 EMERGENCY SCHOOL CLOSING**

In the case of emergency closing of school due to severe weather conditions or any other emergency, employees shall not be expected to report for work, unless otherwise notified, and shall not be paid. When, however, in accordance with the laws of the State of Indiana and the rules and regulations of the Indiana Department of Education, employees are scheduled to work on a school day which is rescheduled because of an emergency school closing earlier in the school year, they shall be paid at their regular hourly rate.

## **ARTICLE 19 - WAGE RATES**

The wage rates for transportation employees shall be as set forth in Appendix A.

## **ARTICLE 20 LONGEVITY INCREMENTS FOR BUS DRIVERS AND BUS MONITORS**

**20.1** In order to further compensate bus drivers and bus monitors for long service with the School City of Hammond, the following schedules will be observed

Longevity Increments

<u>Total Years of Service</u>	<u>Bus Drivers Increment</u>	<u>Bus Monitors Increment</u>
5	\$ 300	\$ 150
10	\$ 500	\$ 250
15	\$ 700	\$ 350

**20.2** Longevity increments shall be paid by a single separate check during the month of June.

**20.3** Employees who leave the employ of the School City of Hammond shall lose their eligibility for longevity increments even though they may later be re-employed. Official leaves of absence will not result in disqualification for eligibility but leave time shall not be counted in computing years of service.

**ARTICLE 21  
PAYROLL DEDUCTION**

At the beginning of a school year, and not subject to change during that school year, an employee may submit a written request to the Employer that specific amounts be deducted from his/her salary.

Deductions from salary may be made for the following organizations or programs:

- a. Hammond, Indiana School Employees' Federal Credit Union
- b. Tax-sheltered Annuities
- c. Union Dues

**ARTICLE 22  
TAX-SHELTERED ANNUITY PROGRAM**

The Employer shall make available to all school bus drivers, mechanics, bus monitors, technicians and bus porters at least one (1) tax-sheltered annuity carrier.

**ARTICLE 23  
LIABILITY INSURANCE**

The Employer shall provide, on a fully paid basis, liability insurance in an amount not less

than one hundred thousand dollars (\$100,000.00) for employees in case of a law- suit arising from the proper performance of their duties.

## **ARTICLE 24 LAYOFF/RECALL**

**24.1** In the event it becomes necessary to lay off employees, insofar as practicable, they shall be laid off on the basis of least seniority within their job category (Bus Driver, Mechanics, Bus Monitors, Bus Porters). No less than two (2) weeks, or ten (10) working days' notice will be provided.

**24.2** The employee who has received notice of layoff from his/her current job category shall have the right (1) to go on layoff with recall rights or (2) the right, to exercise the bumping rights set forth in Section 23.3 of this Article.

**24.3** An employee who is laid off from his current job category shall have the right to bump the employee with the least category seniority in another category in which he holds category seniority provided he/she is relatively equally qualified and holds greater category seniority than the least senior employee in such category.

**24.4** Within the twenty-four (24) month period following his/her layoff, a laid off employee shall be recalled on the basis of greatest seniority to any opening which occurs within a job category in which the employee holds seniority. Continuous service shall be broken, and the employment relationship terminated if an employee fails to notify the employer of intent to accept the position within seven (7) days after receipt of a written notice of an open position given by registered or certified mail and addressed to the employee at his/her last address appearing on the records of the employer. The employer's letter shall be considered as received if it is returned marked "Not deliverable as addressed – unable to forward" or words to that effect.

**24.5** This Article does not apply to a reduction in hours.

## **ARTICLE 25 GRIEVANCE PROCEDURE**

### **25.1 Definitions**

A "grievance" is a claim by an employee that there has been a violation of this Agreement.

The term "days" when used in this grievance procedure shall be defined as work days.

### **25.2 General Provisions**

The interruption of work activities shall be avoided in all phases of the grievance procedure.

The time limits stated in this grievance procedure shall be strictly adhered to unless the employer and the Union agree in writing to an extension of time limits. If the employer fails to meet the specified time limits as stated in this Article, the Association may proceed to the next step of the grievance procedure. If the grievant or the Union fail to meet the specified time limits as stated in this Article, the grievance shall be deemed abandoned.

In no case shall a grievance cite an alleged violation which occurred more than fifteen (15) days prior to the submission of a *Stage 1 - Informal Stage Grievance Form* to the Director of Transportation

It is the desire of the parties to limit the number of formal grievances filed. Both parties agree to attempt to resolve disputes before they result in formal grievances. An employee shall discuss an alleged violation informally with the Director of Transportation or his/her designee.

### **Stage 1**

In the event no satisfactory agreement is attained as a result of informal discussion, the employee shall, within fifteen (15) days of the occurrence of the alleged violation, request of the Director of Transportation or his/her designee a meeting at which a presentation of the grievance shall take place. The date of the request and the general topic shall be indicated on the *Stage 1 - Informal Stage Grievance Form* (See Appendix B). The form shall be signed by the employee and a Union representative and submitted to the Director of Transportation or his/her designee. The Director of Transportation or his/her designee shall acknowledge the date of the request by signing the form and returning the top half to the employee and retaining the bottom half for his/her files. The Director of Transportation or his/her designee shall have a maximum of fifteen (15) days following the date of the request during which he/she may attempt to resolve the grievance. The resolution of a grievance at Stage 1 shall be without prejudice unless approved in writing by the Business Agent of the Union and the Superintendent or the Superintendent's designee.

### **Stage 2**

If the grievance is not resolved to the satisfaction of the Union at Stage 1, the Union may submit a formal written grievance to the office of the Superintendent within five (5) days after a determination has been made at Stage 1. In no case shall the formal written grievance be submitted to the office of the Superintendent more than twenty (20) days after the date of the request made at Stage 1. The formal written grievance shall contain a clear and concise statement of the specific alleged violation of a provision of this Agreement and the relief sought.

The Superintendent or his designee shall meet with the employee and/or a representative of the Union in an effort to resolve the grievance.

If the grievance is not resolved to the satisfaction of the Union, and the Union decides to submit the grievance to the Union's Executive Board Hearing Committee, the superintendent or the superintendent's designee shall be notified in writing of the date and time of the hearing before the Executive Board Hearing Committee and invited to present the employer's position to the Hearing

Committee. The Chairman of the Hearing Committee shall issue the written recommendation of the Hearing Committee within fourteen (14) days of the hearing. Either party may, within fifteen (15) days of receipt of the recommendation of the Hearing Committee request that the Stage 2 meeting with the Superintendent or the Superintendent's designee be reconvened in an effort to resolve the grievance.

**25.3** The Union must exhaust this procedure before seeking judicial relief.

## **ARTICLE 26 MISCELLANEOUS**

**26.1** All mechanics are to become certified "yellow card" bus drivers and will demonstrate yearly self-improvement by becoming certified in all areas set forth in Appendix A.

**26.2** The Employer shall have the right to require a medical or psychological examination of any employee to determine if employment should be continued. The Employer shall have the right to designate a qualified, licensed practitioner to conduct such examinations and will pay the cost of same. The Employer and the Union shall treat the results of such examinations in confidence.

**26.3** Outside the negotiating process, it is recognized that there is a need for regular dialogue and communication between the Union and the employer. The need for communication may be to exchange information, to discuss matters of common concern, or to attempt to resolve any problems which may arise. Meetings will be scheduled at a time convenient to both parties. Prior to such meetings, each party will submit to the other an agenda covering the item(s) they wish to discuss. The parties may choose to reduce their decisions, understandings and/or agreements to writing; however, such decisions, understandings and/or agreements cannot conflict with this Master Agreement and shall not be subject to the grievance procedure.

## **ARTICLE 27 BOARD'S RIGHTS**

Except to the extent expressly abridged by a specific provision of this Agreement, the Union recognizes and agrees that the employer shall have the sole and exclusive authority to manage and direct the operations and activities of the school corporation to the full extent authorized by law. The sole and exclusive authorities of the employer which are not abridged by a specific provision of this Agreement shall include but not be limited to the right of the employer to:

- a. Direct the work of its employees.
- b. Establish policy.
- c. Hire, promote, demote, transfer, assign and retain employees.
- d. Suspend or discharge its employees in accordance with applicable law.
- e. Maintain the efficiency of school operations.
- f. Relieve its employees from duties because of lack of work or other legitimate reason.

- g. Take actions necessary to carry out the mission of the schools as provided by law.

## **ARTICLE 28 SEVERABILITY**

Should any Article, Section, or provision of this Agreement be declared illegal, said Article, Section or provision, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates federal or state law, or rule or regulations thereunder, but the remaining Articles, Sections, and clauses shall remain in full force and effect if not affected by the deleted Article, Section, or provision.

## **ARTICLE 29 COMPLETE CONTRACTUAL AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to wages, hours of employment and other related conditions of employment, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Union, for the life of this Agreement, shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, unless the parties, by supplemental written agreement hereto, mutually agree to conduct additional bargaining on said subjects or matters. This provision shall not affect the bargaining of a successor Agreement nor the bargaining of wages, hours of employment and other related conditions of employment for new positions within the bargaining unit.

This Agreement sets forth the full and complete understandings of the parties hereto and cancels and supersedes any and all agreements and contracts heretofore entered into between the parties and cancels and supersedes any and all Board rules, regulations, policies, and practices, written or oral, which are in conflict with this Agreement.

**ARTICLE 30  
TERM OF AGREEMENT**

This Agreement shall supersede any conflicting policies, written or oral, pertaining to School City of Hammond employees covered by this Agreement. This Agreement shall become effective January 1, 2020, and shall remain in effect until December 31, 2020.

Either party may, with not less than sixty (60) days notice to the other party, terminate Article 16 – Insurance, in which case the parties shall meet to negotiate whatever additions, modifications, amendments or alternative language, if any, they deem appropriate.

This Agreement is attested to by the parties whose signatures appear below:

Teamsters, Local #142

School City of Hammond

\_\_\_\_\_  
Secretary-Treasurer

  
\_\_\_\_\_  
President

\_\_\_\_\_  
Business Agent

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Steward

  
\_\_\_\_\_  
Director of Transportation

  
\_\_\_\_\_  
Steward

\_\_\_\_\_  
Spokesperson

  
\_\_\_\_\_  
Steward

\_\_\_\_\_  
Steward



**ARTICLE 30**  
**TERM OF AGREEMENT**

This Agreement shall supersede any conflicting policies, written or oral, pertaining to School City of Hammond employees covered by this Agreement. This Agreement shall become effective January 1, 2021 and shall remain in effect until December 31, 2023. The parties agree to negotiate for each calendar year during the life of this Agreement wages and wage related fringe benefits.

Either party may, with not less than sixty (60) days notice to the other party, terminate Article 16 – Insurance, in which case the parties shall meet to negotiate whatever additions, modifications, amendments or alternative language, if any, they deem appropriate.

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Secretary

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Director of Transportation

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Spokesperson

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Steward

APPENDIX A  
HAMMOND, INDIANA

TRANSPORTATION EMPLOYEES SALARY SCHEDULE

Effective 2022-2023 School Year

	<u>HOURLY WAGES</u>
<u>BUS DRIVERS</u>	\$23.89
Field Trip Rate (Portal to Portal)	\$16.71
Activity Bus Driver	\$19.65
<u>BUS PORTERS</u>	\$17.85
<u>BUS MONITORS</u>	\$15.77
<u>MECHANIC</u>	Effective July 1, 2022
Head Mechanic Foreman	\$37.06
Mechanic	\$29.92

Additional hourly rate based on specific area certification from ASE (Automotive Service Excellence) or any organization accredited by the Accreditation Commission of the National Association of Trade and Technical Schools or by acknowledgment of the Director of Transportation:

**Heavy Duty:**

Diesel Engineer	.30/hour
Gasoline Engineer	.30/hour
Electrical Systems	.30/hour
Total Drive Train	.30/hour
Brakes	.30/hour
Suspension & Steering	.30/hour
Welding	.30/hour
Body Repair	.30/hour
Air Conditioning System/ Refrigerant Recovery	.30/hour
Painting and Refinishing	.30/hour
Diesel Electronics	.30/hour
School Bus-Body Systems and Special Equipment	.30/hour
Propane	.30/hour

**Auto/Light Truck:**

Automatic Transmission/Transaxle	.30/hour
Anti-Lock Brake System	.30/hour

Effective January 1, 1993, Employee's 3% contribution to PERF paid by the Employer.

In order for an employee to be eligible for a retroactive pay raise during 2022 – 2023 school year, the employee must still be employed on January 1, 2023.

**APPENDIX B**

**STAGE 1 - INFORMAL STAGE  
GRIEVANCE FORM – GRIEVANT’S COPY**

**Grievant:** \_\_\_\_\_

**Date of request for meeting with  
the Director of Transportation:** \_\_\_\_\_

**General Topic:** \_\_\_\_\_

**Signature of Grievant:** \_\_\_\_\_

**Signature of Union Representative:** \_\_\_\_\_

**Signature of the Director of Transportation  
or Designee acknowledging the date of request:** \_\_\_\_\_

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**APPENDIX B  
STAGE 1 - INFORMAL STAGE  
GRIEVANCE FORM – EMPLOYER’S COPY**

**Grievant:** \_\_\_\_\_

**Date of request for meeting with  
the Director of Transportation:** \_\_\_\_\_

**General Topic:** \_\_\_\_\_

**Signature of Grievant:** \_\_\_\_\_

**Signature of Union Representative:** \_\_\_\_\_

**Signature of the Director of Transportation  
or Designee acknowledging the date of request:** \_\_\_\_\_

# MEMORANDUM OF UNDERSTANDING

## Overnight Field Trips

The parties hereby agree that effective January 1, 2011, bus drivers that perform an overnight field trip will be compensated for all time spent on duty, or a flat rate of \$200.00 for the first night and \$100.00 for any additional nights, whichever is greater.

January 23, 2012

# MEMORANDUM OF UNDERSTANDING

## Retroactive Pay

The parties hereby agree that retroactive pay shall be paid to those transportation employees or to their beneficiaries who qualify for retroactive pay by being within one of the following classifications:

1. Transportation employees who earned pay subsequent to January 1, 2008, and who are employed as of December 11, 2008, the date of Board approval of the amendments to the Agreement with Transportation Employees.
2. Transportation employees who earned pay subsequent to January 1, 2008, and who terminated employment with the School City of Hammond prior to December 11, 2008, and qualified for School City of Hammond Retirement Severance Pay pursuant to Article 13 of the Agreement with Transportation Employees.
3. Transportation employees who earned pay subsequent to January 1, 2008, and who died on or before December 11, 2008.

The retroactive pay specified in number 3 above shall be paid to the beneficiary named on the employee's Public Employees' Retirement Fund account. If no beneficiary has been named on the employee's Public Employees' Retirement Fund account, this pay shall be paid to the employee's estate.

December 11, 2008

# MEMORANDUM OF UNDERSTANDING

## **CDL Certified Trainer**

The parties hereby agree that effective the 2013-2014 school year one (1) bus driver will be designated as the CDL Certified Trainer. Effective the 2013-2014 school year the CDL Certified Trainer shall receive an annual stipend of \$300.00 per school year.

November 25, 2013

## MEMORANDUM OF UNDERSTANDING

The Board of School Trustees for the School City of Hammond and the Teamsters Union Local No. 142 hereby agree, effective for calendar 2016, employees that elect to participate in the School City of Hammond health insurance plan shall make the same contribution towards a family plan effective for calendar 2016 as the contributions made for calendar 2015. This applies to both Family Plan A (Traditional PPO Plan) and to the Family Plan B (High Deductible H

MEMORANDUM OF UNDERSTANDING  
One Time Stipend

The parties hereby agree, in addition to any compensation to which a bus driver shall be entitled pursuant to Appendix A, of the Agreement with Transportation Employees, a one-time stipend in the amount of \$152.25 shall be paid to a bus driver who was employed by the School City of Hammond and received compensation for one hundred twenty (120) days or more during school year 2018-2019, who is still employed by the School City of Hammond as of January 1, 2020.

The parties hereby agree, in addition to any compensation to which a bus monitor be entitled pursuant to Appendix A, of the Agreement with Transportation Employees, a one-time stipend in the amount of \$98.33 shall be paid to a bus monitor who was employed by the School City of Hammond and received compensation one hundred twenty (120) days or more during school year 2018-2019, who is still employed by the School City of Hammond as of January 1, 2020.

The parties hereby agree, in addition to any compensation to which a technician be entitled pursuant to Appendix A, of the Agreement with Transportation Employees, a one-time stipend in the amount of \$255.89 shall be paid to a technician who was employed by the School City of Hammond and received compensation one hundred twenty (120) days or more during school year 2018-2019, who is still employed by the School City of Hammond as of January 1, 2020.

The parties hereby agree, in addition to any compensation to which a mechanic shall be entitled pursuant to Appendix A, of the Agreement with Transportation Employees, a one-time stipend in the amount of \$365.01 shall be paid to a mechanic who was employed by the School City of Hammond and received compensation one hundred twenty (120) days or more during school year 2018-2019, who is still employed by the School City of Hammond as of January 1, 2020.

Date: December 17, 2019



MEMORANDUM OF UNDERSTANDING  
One Time Stipend

The parties hereby agree, in addition to any compensation to which a bus driver shall be entitled pursuant to Appendix A, of the Agreement with Transportation Employees, a one-time stipend in the amount of \$1,426.88 shall be paid to a bus driver who was employed by the School City of Hammond and received compensation for ninety (90) days or more during school year 2021-2022, who is still employed by the School City of Hammond as of January 1, 2022. A bus driver receiving a one-time stipend may take the one-time stipend as a separate check or may direct the money be placed in the bus driver's Health Savings Account (HSA).

The parties hereby agree, in addition to any compensation to which a bus monitor be entitled pursuant to Appendix A, of the Agreement with Transportation Employees, a one-time stipend in the amount of \$894.72 shall be paid to a bus monitor who was employed by the School City of Hammond and received compensation for ninety (90) days or more during school year 2021-2022, who is still employed by the School City of Hammond as of January 1, 2022. A bus monitor receiving a one-time stipend may take the one-time stipend as a separate check or may direct the money be placed in the bus monitor's Health Savings Account (HSA).

The parties hereby agree, in addition to any compensation to which a mechanic shall be entitled pursuant to Appendix A, of the Agreement with Transportation Employees, a one-time stipend in the amount of \$3,818.21 shall be paid to a mechanic who was employed by the School City of Hammond and received compensation for ninety (90) days or more during school year 2021-2022, who is still employed by the School City of Hammond as of January 1, 2022. A mechanic receiving a one-time stipend may take the one-time stipend as a separate check or may direct the money be placed in the mechanic's Health Savings Account (HSA).

Date: December 21, 2021

**ARTICLE 30  
TERM OF AGREEMENT**

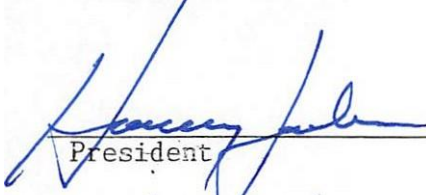
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Either party may, with not less than sixty (60) days notice to the other party, terminate Article 16 — Insurance, in which case the parties shall meet to negotiate whatever additions, modifications, amendments or alternative language, if any, they deem appropriate.

This Agreement is attested to by the parties whose signatures appear below

Teamsters Local #142

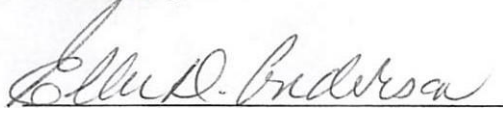
School City of Hammond

  
\_\_\_\_\_  
President

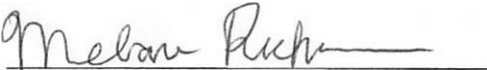
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\_\_\_\_\_  
Business Agent

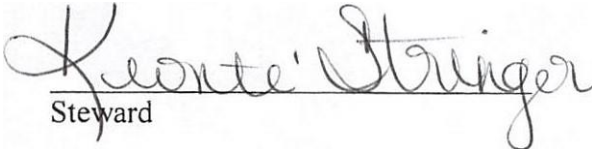
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Secretary

  
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Steward

  
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