# COLLECTIVE BARGAINING AGREEMENT

BOARD APPROVED

MAY 2 9 2025

SCHOOL CITY OF EAST CHICAGO

**BETWEEN THE**
**SCHOOL CITY OF EAST CHICAGO**

**AND**

**LOCAL 73**
**SERVICE EMPLOYEES INTERNATIONAL UNION**

## TRANSPORTATION UNIT

**January 1, 2025 - December 31, 2025**

**MEMBERS OF BOARD OF SCHOOL TRUSTEES**

Pattie Jo Gibson-King, President
Diane Smith, Vice-President
Maria Mercedez Taylor, Secretary
Jesse Gomez, Trustee
Joel Rodriguez, Trustee

## ARTICLE I
## RECOGNITION AND DEFINITIONS

**Section 1: Recognition**

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 Local 73 of the Service Employees International Union, hereinafter referred to as the "Union." The Employer recognizes and acknowledges that the Union is the sole and exclusive representative of all the employees.

In all classification of work covered by this Agreement. The Transportation group shall include the transportation positions cited in the wage rates.

**Section 2: Bargaining Unit**

The bargaining unit shall consist of all transportation unit.

**Section 3: 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.

**Section 4: Board**

The term "board" shall mean the Board of School trustees of the School City of East Chicago.

**Section 5: 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.

**Section 6: Union**

The term "Union" shall mean the Local 73, Service Employees International Union.

**Section 7: Classification Seniority**

The term "classification seniority" shall be defined as the length of service within a job classification. Length of service within a job classification shall include periods while on an unpaid leave of absence and periods of layoff.

Length of service within a job classification shall commence with the first day of work within the job classification provided continuous service within the bargaining unit had not been broken.

An employee may not hold seniority in more than one job classification at a time.

**Section 8: Union Security**

Since all employees coming within the job classifications of this agreement, whether members of the Union or not, have equal representation by the Union under this agreement, it is considered only fair that each such employee bear his/her share of the cost to the union of its administration of agreement. All employees coming within the job classifications of this Agreement, whether members of the Union or not, beginning on the 30th day following the beginning of such employment or on the effective date of this agreement, whichever is the latter, pay to the Union each month of their employment thereafter, if a uniform assessments, and if not a Union member, then as a service charge, an amount equal to the assessments uniformly required by all Union members, all as certified in writing by the Secretary-Treasurer of the Union.

**Section 9: Dues Check-off**

The Employer will deduct from the employee's pay dues as designated by the Secretary-Treasurer of Local 73 on the basis of individually signed deduction authorization cards in form agreed to by the Employer and Union. Deduction from an employee's pay shall commence with the paycheck for the payroll period in which his/her authorization card is received

Failure of the employer to make agreed upon deductions will not exempt the member from his/her responsibility of paying his/her dues within the month they are due. In case earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.

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.

**Section 10: COPE**

The District, upon receipt of a payroll deduction authorization card signed by the employee, shall deduct from the wages of such employee the amount specified on the card as a regular contribution to Service Employees' International Union **C**ommittee **O**n **P**olitical **E**ducation (SEIU COPE) The district will regularly remit such sums deducted for that purpose to Union. The employee may at any time revoke his/her authorization of the SEIU COPE payroll deduction.

**Section 11: Union Stewards**

It is agreed that the Union may establish a reasonable steward system. The Union shall notify the employer in writing of the names of the employees named as stewards. If an administrator schedules a meeting at which the Union Steward is requested to attend, the Union Steward will not lose any pay, or be considered absent as a result of attending the meeting. The Union agrees that stewards shall perform their duties as expeditiously as possible.

## ARTICLE II
## EMPLOYMENT PROCEDURES

**Section 1: Seniority**

Seniority shall be defined as the employee's continuous length of service from his/her last date of hire by the Board of School Trustees Seniority shall be broken by resignation, termination or failure to report to work from an approved leave of absence without reasonable cause, or failure to report to work from a layoff after written notification without reasonable cause.

All decisions which are subject of seniority application will be made based on the most recent seniority list which has been reviewed and approved by the Union.

**Section 2: Work Loads and Job Descriptions**

The Administration shall endeavor to assign employees a reasonable workload. There shall be a written job description for each employee classification. Upon request of the Union, the job description for each job within each classification shall be reviewed by a committee of administrators and bargaining unit members appointed by the Union.

**Section 3: Evaluating Service of Employees**

If an employee is evaluated, it shall be at least on an annual basis by their immediate supervisor who regularly observes them on the job.

**Section 4: Appeal of an Evaluation**

An employee who feels their evaluation is unjust may request a meeting with their immediate supervisor to discuss the evaluation. If the employee is not satisfied with the determination of their immediate supervisor, the employee may request a meeting with the Director of Human Resources to discuss the evaluation.

The employee may submit a written response to the evaluation within thirty (30) calendar days after signing the evaluation. The response will be attached to the evaluation.

The content of an evaluation shall not be subject to the grievance procedure; however, in the event of a suspension or discharge, the content of the employee's evaluation and employee's written response may be introduced into evidence by either party at any step of the grievance procedure.

## ARTICLE III
## EMPLOYER'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 the Agreement shall include but not be limited to the right of the employer to:

1. Direct the work of its employees;
2. Establish policy;
3. Hire, promote, demote, transfer, assign and retain employees;
4. Suspend or discharge its employees in accordance with any applicable law,
5. Maintain the efficiency of school operations;
6. Relieve its employees from duties because of lack of work or other legitimate reason;
7. Take actions necessary to carry out the mission of the schools as provided by law;
8. Determine the number of Bus Drivers and Bus Aides employed; and
9. These actions listed above shall not be done in an arbitrary or capricious manner.

## ARTICLE IV
## HOURS OF WORK AND SCHEDULES

**Section 1: Work Day and Work Week**

Employees shall be paid for all time worked.

**Section 2: Overtime**

Hours worked in excess of eight (8) hours per day or in excess of forty (40) hours per week shall be compensated for at the rate of time-and-one-half. No overtime shall be worked without prior approval from their immediate supervisor.

## ARTICLE V
## LEAVES

**Section 1: Paid Leaves**

**A. Sick Days**

1. Sick Days

Sick days shall be taken in segments of one-half of a scheduled workday. First year of employment a part-time employee of the East Chicago Schools shall be eligible to receive full pay for eight (8) days of absence due to illness. The rate of accumulation shall be one (1) day of an accumulated sick leave for every four (4) weeks on the payroll, not to exceed eight (8) days per school year.

2. Accumulation

Each calendar year after first year, upon reporting to work for one full day, an employee is allowed eight (8) days effective the first day of the new school year, which days shall be cumulative

without limit. The maximum sick days distributed in a given school year shall not exceed eight (8) days.

3. Doctor's Certificates

A statement on the absentee form by the employee specifying the nature of the illness will usually suffice for any absence of less than five (5) consecutive workdays. A doctor's written statement specifying the nature of the illness and the approval of returning to work will be required for absences of five (5) consecutive days or longer.

**B. Personal Business Leave**

Two (2) days' personal business leave shall be allowed each year. These days are not to be deducted from cumulative sick leave. These days shall be taken in segments of one-half of a scheduled workday. A request for personal leave will **not** be granted for days before or after recess days without approval from the employee's supervisor. If personal business days are not used, they shall be added to the person's accumulated sick days on June 30th of each year

**C. Holiday Pay**

Beginning January 1, 2025, transportation employees shall be paid for the following holidays: **(Must work scheduled full shift the day before or day after).**

- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth (Working Summer School)
- Labor Day
- Veteran's Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day

When students are in session on a holiday, employees will be given a different day off and will **not** be given holiday pay for working the day in questions.

**D. Leave on Account of Injury**

If an employee incurs an injury during the course of employment, the employee must fill out an accident report promptly after the employee becomes aware of an injury. If the injury incapacitates him/her for work, it shall be understood that during the first five (5) working days off in capacity the employee shall receive full pay without any reduction or charges against his/her accumulated sick leave. If the Worker's Compensation Board rejects an employee's claim, the

employee will be charged against his/her accumulated sick days. If the employee does not have sick days, the employee shall return all money paid to him/her.

### E. Assault and Battery Cases

An employee who is a victim of an assault and battery or other criminal act resulting in Injury, while performing the duties of his/her employment must report the incident to the appropriate authorities and file a police report.

### F. Bereavement

An employee is entitled to seven (7) calendar days immediately following the death of a parent, brother, sister, child stepchild, spouse, grandparent, grandchild, mother-in-law, father-in-law, or stepparent. These days will not be deducted from sick days, when applicable, and these days are not cumulative. An employee may submit a written request to the Superintendent or the Superintendent's designee to have all or a portion of the bereavement leave delayed for cases of delayed internment or delayed memorial service. A sheet from the funeral director or an obituary will normally suffice for verification of bereavement leave.

### G. Abuse of Leave

If there is suspicion of abuse of sick leave or other leave, the administration may require the submission of a physician's statement certifying illness or other evidence substantiating the need for such leave.

## Section 2: Unpaid Leaves

Leaves of absence, not to exceed one (1) year, may be granted for the reasons listed below. Requests for leave of absence without pay must be filed in writing with the Superintendent or his designee at least two (2) weeks before the leave is to commence. Requests must state the reason in detail and specify the length of time for which the leave is desired. Employees desiring to modify the length of the approved leave must request the modification prior to the end of the leave requested.

*Maternity*—An employee shall be permitted to work as long as she is able to satisfaction perform the duties of her position; provided she submits to the Human Resources Director three (3) months prior to the anticipated birth of the child, a doctor's statement certifying satisfactory health and physical condition. Unpaid leaves may commence either before or right after childbirth.

*Military Service*—An employee will be permitted to take an unpaid leave of absence due to service in the military or military reserves.

*Jury Duty*—An employee, if required to perform jury duty or subpoenaed as a witness to appear in court, shall receive their regular pay reduced by the amount of per-diem pay received from the court. Legal commitments involved in this section do not cover court appearances where the individual appears in court regarding matters of a personal nature such as plaintiff/petitioner,

or a respondent in a civil action resulting in a judgment against the employee or as a defendant in a criminal action resulting in a conviction.

*Union Leave*—A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement of the parties. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences, conventions and Stewards' training related to the Union Seniority will be retained during a Union leave of absence. An employee will not accumulate sick or vacation time during a Union leave of absence.

*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 Step 2 of the grievance procedure. The grievance will not be process beyond Step 2; however, If the dispute is not resolved at Step 2, the employee may file a complaint with the US Department of Labor.

## ARTICLE VI
## WAGES AND BENEFITS

**Section 1: Wage Rates**

Employees shall be paid in accordance with the wage rates set forth in Appendix A of this Agreement.

Regular Route (Effective August 1st): 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 assigned duties of his/her regular route. If the route is consistently over five (5) hours per day, the route will be adjusted accordingly.

An employee who is assigned a field trip that is scheduled to begin and 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.

**Section 2: Equal Pay**

Differences in pay shall not be based upon race, color, religion, sex, sexual orientation, national origin or age.

**Section 3: Emergency Closing of School**

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, employees are scheduled to work on a school day which has been

rescheduled because of an emergency school closing earlier in the school year, they shall be paid at their regular rate of pay.

**Section 4: Emergency Early Closing of School**

In case of early closing of school, an employee who has reported to work at his/her regularly scheduled time, or at the request of the employer, shall be paid for two (2) hours at the employee's regular rate of pay or-for actual hours worked whichever is greater.

**Section 5: E-Learning and Professional Development Days**

Bus Drivers and Aides will work on all E-Learning and Professional Development Days.

**Section 6: Clean Buses**

Bargaining unit employees will wash buses every month at the rate of $20.00 per hour.

## ARTICLE VII
## ROUTES

**Section 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 an electronic meeting open to all employees and will be awarded at this meeting. The Director of Transportation shall select routes for those employees not in attendance during said electronic meeting.

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.

If a Field Trip is cancelled it shall be noted on the Field Trip List as soon as the Director ofTransportat1on becomes aware of the cancellation.

Current practice dictates that 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.

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.

Substitute Bus Drivers will be used only when regular Bus Drivers are unavailable or in the case of an emergency.

**Section 2**

The parties have entered into a MOU regarding this section. Drivers and Aides will be paid an extra hour for each added run to their routes and will receive a $500 stipend for the 2025 calendar year.

**Section 3: All Trips**

Drivers and Aides' hourly rate will increase by $3.00 per hour for all trips. For drivers out of district--$25.75 per hour and districtwide--$22.35 per hour. Aides' hourly rate will be $18.34 out of district and $17.10 districtwide. Out of Lake County Drivers will receive 25.75 per hour. Mini Bus Drivers 21.04.

**Section 5: Cancellation**

Upon reporting to work, drivers shall be paid a minimum of two (2) hours in the event of a customer cancellation.

**Section 6: Late Run Wages**

Drivers and Aides will be paid their hourly rate per hour.

## ARTICLE VIII
## POSTING AND FILLING OF WORK ASSIGNMENTS

**Section 1: Posting of Open Positions**

All bargaining unit positions which become vacant shall be posted for seven (7) calendar days. The open position shall be posted on the transportation bulletin board and a copy sent to the President of the Union or his/her designee. The posting shall include the Job duties, qualifications required, classification, location, wage rate, number of hours per day, and the deadline for filing an application. In order to bid on a posted work assignment, an employee must submit a written application to the Human Resources Department during the seven (7) calendar day posting period. The Unit Chair or his/her designee may submit a written application to the Human Resources Department on behalf of an employee who is unable to submit a written application because the employee is on a paid or unpaid leave.

**Section 2: Bidding on Posted Work Assignments**

When awarding posted work assignments, when qualifications such as skill, ability as outlined in the Job description, and past performance are equal, first consideration shall be given to the applicant with greater seniority.

**Section 3: Change in Work Assignments**

When it becomes necessary for the Employer to change an employee's work assignment, the employer shall notify the employee and Division Director as soon as practicable. The movement will not be retaliatory in nature.

**Section 4: Elimination of Work Assignments**

In the event it becomes necessary to eliminate a work assignment, the employee whose work assignment is eliminated will have the right to bump the employee with the least amount of unit seniority; provided the employee whose work assignment was eliminated, is qualified to perform the assignment of the bumped employee.

**Section 5: Notice to Union**

A list of posted work assignments, along with the name of the employee who was awarded the posted work assignment, will be sent to the Division Director and made available to any employee upon request.

## ARTICLE IX
## GRIEVANCE PROCEDURE

**Section 1: Definition**

A "grievance" is a claim by one or more employees or the Union of an alleged violation of a specific section of the contractual agreement.

A "day" for the purposes of this grievance procedure shall mean a calendar day.

All time limits contained herein 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 policy, the Union 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 policy, the grievance shall be deemed abandoned.

**Section 2: Retaliation**

The employer and the Union agree that no reprisals will be taken by either party against any party in interest as a result of participation in the grievance procedure.

**Section 3: Back Pay**

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, in which case the employer shall not be required to pay back wages for more than one hundred twenty (120) calendar days prior to the date the grievance was first presented to the employer.

**Section 4: Procedure**

**Step 1**

In the event an employee believes there is a basis for a grievance, the employee shall, within fifteen (15) working days of the date the employee first knew or had reason to know of the act or condition upon which the alleged grievance is based, shall submit the grievance in writing to their principal or to their immediate supervisor. Within fifteen (15) days after the grievance is submitted, the principal or immediate supervisor shall conduct a meeting at which the grievant may have Union representation, and will render a decision. Failure of the immediate supervisor to render a decision within the time limits shall entitle the grievant to file the grievance at Step 2 without a decision.

**Step 2**

The Union, on behalf of the grievant, may proceed to Step 2, If not satisfied with the decision of the building principal within fifteen (15) days of receiving the decision. In Step 2, the Superintendent or his/her designee, shall conduct a hearing and render a decision within thirty (30) days of the filing of the grievance at Step 2.

**Step 3**

If the grievant is not satisfied with the grievance answer in Step 2, the Union, on behalf of the grievant, may proceed to Step 3 by submitting such grievance within fifteen (15) days of receiving the answer at Step 2 to the Board of School Trustees. The Board of School Trustees shall conduct a hearing on the grievance within thirty (30) days of the date of the filing of the grievance at Step 3. Within thirty (30) days after hearing the grievance, the Board of School Trustees shall render its decision in writing on the grievance.

**Step 4**

If the Union is not satisfied with the disposition or lack of disposition of the grievance by the Board, the Union may submit the grievance to the American Arbitration Association. The Union may give notice of its intent to do so in writing to the Board within fifteen (15) working days of the receipt of the written disposition by the Board, or in the event the Board falls to issue a disposition within the time limit within thirty (30) working days of the submission of the formal written grievance at Step 3.

At any time thereafter, either party may request in writing that the grievance proceed to non-binding arbitration, in which case the moving party shall submit the grievance to non-binding arbitration by giving notice in writing to the American Arbitration Association with a copy to the other party. The parties agree to abide by the rules of the American Arbitration Association.

Either party may request, no less than twenty (20) working days prior to the non-binding arbitration hearing, a conference which shall be scheduled by agreement of the parties no less than ten (10) working days prior to the non-binding arbitration hearing, the purpose of which shall be (1) to stipulate to as many facts as possible; (2) to identify which facts and/or issues remain unresolved; (3) to exchange lists of witnesses, the nature of their testimony and exhibits; and (4) to resolve the grievance if possible, at this conference.

Neither party shall be permitted to assert in the non-binding arbitration hearing any grounds or to introduce into evidence any testimony or exhibits not previously disclosed to the other party at the conference or within a reasonable time thereafter.

**Arbitration Provisions**

1. The decision of the arbitrator shall be non-binding on both parties.

2. The arbitrator shall have no power to make any decision or recommendations inconsistent with the law or the terms and conditions of this agreement.

3. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

4. The fee and expenses of the arbitrator shall be shared by the parties. Each party shall assume the cost of presenting his case before the arbitrator.

## ARTICLE X
## DISCIPLINE AND EMPLOYEE RIGHTS

**Section 1: Discipline and Employee Rights**

Any administrator who summonses an employee to a conference which could reasonably be expected to result in disciplinary action, shall inform the employee in advance that employee has the right to have a Union representative of his or her choice attend the conference.

If during a conference with an administrator an employee becomes apprehensive that the conference might lead to disciplinary action, the employee may request that the conference be rescheduled when a Union representative may be present.

**Section 2: Notice of Intention**

If the Employer feels it necessary to demote, transfer, suspend or terminate an employee covered by this agreement, the Employer agrees to notify the Union Representative of Local 73 five (5) working days in advance of such action. This 5-day provision does not apply if the violation is of such nature that warrants immediate action. In this case, notification shall be as soon as practicable.

**Section 3: Personnel File**

An employee shall be informed and have the right to respond in writing if anything of a derogatory nature is to be placed in the employee's personnel file. Such signing of the material shall not be construed to indicate agreement as to the contents of the material. If the employee chooses to respond in writing, the employee shall do so within thirty (30) calendar days of receipt of the document, and the employee's written response shall be attached to the material and placed

in the employee's personnel file. The contents of the personnel file shall not be sublect to the grievance procedure, however, in the event of a suspension or discharge, the content of the materials and the written response may be introduced into evidence by either party.

An employee shall be permitted to make arrangements with the Human Resources Director to see, review, and copy any material in the employee's personnel file. The review shall be made in the presence of the Human Resources Director or his/her designee and standard school district copy fees will apply. This review should take place within a reasonable period of time from the submission of the written request to the Director of Human Resources.

**Section 4: Non-Discrimination Clause**

It is agreed that there shall be no discrimination against employees because of Union affiliation or Union activities or because of, or based upon race, color, religion, sex, age, sexual orientation or national origin.

**Section 5: Just Cause**

No employee who has been employed for a period more than (90) days calendar days shall be disciplined without just cause.

## ARTICLE XI
## NO WORK STOPPAGE

There shall be no strikes, work stoppages, interruptions or impeding of work. There shall be no lock-outs. No representative of the Employer or the union shall authorize, instigate, aid, or condone any such activities. No employee shall participate in any such activities.

## ARTICLE XII
## LAYOFF

**Section 1: Advance Notice of Reduction**

Other than for emergencies, the Employer shall notify impacted employees and the Union of an anticipated reduction in force at least thirty (30) days in advance of the effective date. This notification will occur sooner if necessary to comply with legal requirements.

**Section 2: Layoff Clause**

Seniority, within a respective category, within a respective classification, will control when it is necessary to effect a reduction in the work force provided the employee is able to perform the essential functions of the position.

During employee recall from reduction in force, seniority, within a respective category, writing a respect classification will be implemented. An employee on layoff status will lose the right of recall. If the employee refuses a written offer of a permanent position.

An employee recalled from layoff status shall retain all seniority, and other benefits that the employee had at the time the employee was placed on layoff status. Seniority shall continue during the period the employee is on layoff status.

All vacancies that occur during the period of time while an employee is on layoff status shall be posted and filled as provided for elsewhere in this agreement. During the posting process, employees on layoff status shall be called back in the order of their seniority, within their respective groups to fill vacant positions on a temporary basis. After the posting process is completed, the resulting vacancy shall be filled on a permanent basis by the most senior employee on layoff status from the group the vacancy falls under provided the employee can perform the essential functions of the position.

Laid off employees shall have the right to remain on the recall list for a period of two (2) years.

## ARTICLE XIII
## SAFETY COMMITIEE

Effective January 1, 2024, the Employer and the Transportation Unit hereby agree to establish a Safety Committee. The Safety Committee shall study and update safe work rules for the benefit of both parties. The Chairman of the Safety Committee shall be the Director of Transportation and/or Security or his designee. Representatives of the committee will be designated by the Unions and by the Employer. The Safety Committee is mandated to meet at least once each quarter and when called by the Chairman or when called by a majority of the committee members.

## ARTICLE XIV
## MISCELLANEOUS PROVISIONS

**Section 1: Identification Cards**

The School City, as soon as possible, shall provide all bargaining unit employees with identification cards which shall be of the type that the employee wears and then can detach and place in wallet or purse for identification purposes. Employees shall be required to wear the same while at work.

**Section 2: Training**

A mandatory training program may be instituted by the employer. Any such training shall be during working hours or on paid time.

**Section 3: Monthly Meeting**

When practicable, the parties shall have a monthly meeting on the first Thursday of each month for the purpose of discussing and resolving mutual concerns.

**Section 4: Access to Communication**

Employees shall have a radio/walkie available to them during the entire work shift for emergency calls only.

**Section 5: Job Description Review**

Within sixty (60) days following the ratification of this agreement a committee of four (4) union members and the Human Resources Director or his/her designee shall meet to review all job descriptions. The employer shall take under advisement all recommendations made by the Union committee.

**Section 6: Threats Made Against Employees**

The School City of East Chicago shall take appropriate action m any case of threats made against employees.

**Section 7: Access to Email Accounts**

When practicable, employees may be given a School City of East Chicago e-mail account. This may be dependent on the number of accounts given to the School City of East Chicago by their account provider.

**Section 8: Labor Management Committee**

A committee of both union members and Administrators shall meet periodically to discuss concerns in the workplace in an effort to resolve the issues before they become grievances.

**Section 9: Professional Development**

Effective January 1, 2024, the Superintendent or their designated representative has the authority to decide when mandatory safety training will be offered to employees, and the District will cover the associated costs. This training will be facilitated during the scheduled workday.

**Section 10: Donation of Sick Days**

Effective January 1, 2024, employees shall be allowed to donate sick days to fellow members of their collective bargaining unit. If said employee has exhausted all sick, personal, and vacation leave time, employees may only receive as many days as needed, for a maximum of five (5) donated days per fiscal year. A request for such a donation must be made through their Union. Completed forms will be submitted to the Director of Human Resources for review. A doctor's certificate must confirm the illness and be submitted with the donation form. The donated days have no value and cannot be bought or sold.

**Section 11: Primary Method of Communication**

The School City prioritizes the safety of their students and drivers and therefore the primary method of communication for Bus Drivers shall be bus radios. Cellular devices shall only be used in cases of emergency. Cellular device communication shall only be used when the bus is parked.

**Section 12: Physical (Annual)**

The School City shall provide an annual physical by a medical provider designated by the District at no cost to the employee.

## ARTICLE XV
## SAVINGS CLAUSE

**Section 1: Legal Savings Clause**

Should any Article, Section, or Clause of this agreement be declared illegal by a court of competent Jurisdiction, said Article, Section, or 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, and Clauses shall remain in full force and effect for the duration of the agreement. If not affected by the deleted Article, Section, or Clause. Should any Article, Section, or Clause similar to one contained in this agreement be declared illegal by a court of competent Jurisdiction the Parties will meet to negotiate on changes necessary to make the Article, Section, or Clause legal.

## ARTICLE XVI
## COMPLETE AGREEMENT

The parties acknowledge that during the negotiation 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 not specifically referred to or covered by this Agreement; unless the parties, by supplemental written agreement hereto, mutually agree toconductaddit1onal bargaining on said subjects or matters. This provision shall not affect the bargaining of a successor Agreement not 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 XVII
## SUCCESSORS

This Agreement shall be binding upon the parties, their successors, and assigns. In the event the Employer's facilities are sold or assigned, the Employer shall notify the Union in writing and give notice to the purchaser or assignee of the existence of, and operations covered by, this Agreement and the terms and conditions shall be recognized.

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## ARTICLE XVIII
## DURATION AND TERMINATION

**Section A**

The effective date of this Agreement shall be January 1, 2025.

**Section B**

This Agreement shall remain in full force and effect through December 31, 2025. On or before November 1st of each year during the life of this contract, the parties will meet to negotiate wages and wage related fringe benefits.

This Agreement, made and entered into on this the 13th day of May 2025, is attested to by the parties whose signatures appear below:

**BOARD OF SCHOOL TRUSTEES:**

5/29/2025

President

5/29/25

Secretary

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73:**

President

Secretary

**APPENDIX A**
**WAGE RATES**
**Effective January 1, 2025**
**Hourly Wages**

| Position | Current Pay | 1/1/24-12/31/24 | 1/1/25-12/31/25 |
|---|---|---|---|
| Bus Driver | $22.75 | $22.75 | $25.75 |
| Bus Driver - Field | $19 35 | $19.35 | $22.35 |
| Bus Aide | $15.34 | $15.34 | $18.34 |
| Bus Aide - Field | $14.10 | $14.10 | $17.10 |
| Mini Bus Driver | $18.04 | $18.04 | $21.04 |

NO CALL-OFF INCENTIVE STIPEND: The Employer will pay a quarterly stipend in the amount of One Hundred Dollars ($100.00) to a Driver/Aide without any call-offs for the previous quarter.

**Commercial Driver's License Renewal**

School City of East Chicago will pay or reimburse for Commercial Driver's License renewal. If employee leaves the school district before the next renewal date, the employee will have to reimburse the School City of East Chicago.

**Route Picks**

Bus drivers and aides route picks will be based off seniority and bus drivers and aides will be able to call in if that employee is not able to make it to the terminal. Employee must have a valid reason for not being available to come into the terminal to choose their route.