

MASTER CONTRACT



Between the Board of School Trustees of

**FORT WAYNE
COMMUNITY SCHOOLS**

1200 South Clinton Street
Fort Wayne, IN 46802-3594

and

**TEAMSTERS LOCAL UNION 414
Representing FWCS Bus Drivers**

2644 Cass Street
Fort Wayne, IN 46808-2110

July 1, 2022 – June 30, 2026

CONTRACT
BETWEEN THE
BOARD OF SCHOOL TRUSTEES
OF
FORT WAYNE
COMMUNITY SCHOOLS
1200 South Clinton Street
Fort Wayne, IN 46802-3594
AND
TEAMSTERS LOCAL UNION 414
REPRESENTING FWCS BUS DRIVERS

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Preamble

This Contract is entered into by and between the Board of School Trustees of the Fort Wayne Community Schools, hereinafter called the "Board," and Teamster Local Union 414, hereinafter called the "Union". The following Contract covering wages, wage-related fringe benefits, and other mutually agreeable areas has been developed through negotiations between the Board and its representatives and the Union and its representatives.

Definitions

1. FWCS Fiscal Year = July 1 to June 30
2. Probationary period = the period of time beginning on a newly-hired employee's first day of work and ending when the employee has satisfactorily passed evaluation by their unit head.

Article 1: Recognition

The Board recognizes the Union as the sole and exclusive bargaining agent for employees in the unit defined as all bus drivers for the purpose of bargaining.

Article 2: Grievance Procedure

A. Definition

1. A grievance is an alleged violation of an express provision of this Contract, intended by the parties as a limitation of the Board's power and authority to establish the terms and conditions of employment.
2. A grievance, to be eligible for consideration, must state the specific Contract language allegedly not followed by the Board and the relief sought.

B. Process

1. Within ten (10) calendar days of the alleged Contract violation, the grievance shall be signed by the aggrieved employee and submitted in writing to the unit head.
2. If the grievance is not resolved by the response of the unit head, the aggrieved employee may appeal to the Director of Human Resources or his or her designee by submitting, within five (5) calendar days of receipt of the unit head's response, a request for appeal.
3. If the grievance is not resolved by the response of the Director of Human Resources or designee, the aggrieved employee may appeal to the Director of Human Resources, who shall appoint an independent hearing officer (IHO) to hear the grievance; such appeal must be filed within five (5) calendar days of receipt of the response of the Director of Human Resources or designee.
4. The IHO shall thereafter hear the grievance and make a decision as to its validity; the decision of the IHO shall be final so long as it is based on specific Contract language. The IHO has no authority to add to, subtract from, or otherwise deviate from specific Contract language. Any costs or fees of the IHO shall be borne equally by the parties.

C. General

1. The time limits specified by this Article must be strictly observed, but may be modified by mutual agreement of the parties.
2. Failure by the aggrieved employee to file or appeal within the time limits shall result in the grievance being resolved by the answer in the previous step.
3. This process is the sole remedy of an employee for an alleged contract violation.
4. A grievant may be represented by a Union representative in the grievance process.

Article 3: Absence and Leave

A. General Provisions

Employees needing to be absent for reasons set forth in this Article shall notify their unit head and specify the category and length of the leave in order that coverage may be obtained.

Employees shall not have any leave days deducted when the District is closed by the Superintendent.

All leave must be taken in a minimum of one-hour increments.

B. Personal Illness

- a. All employees who have passed their probationary period shall be allowed the following number of days per fiscal year:

- b. First Fiscal Year of Employment

Employees who achieve non-probationary status between:

	Hours of Personal Illness
July through December	42 hours (7 days)
January through June	18 hours (3 days)

- c. Second Fiscal Year of Employment and beyond

	Hours of Personal Illness
July 1	42 hours (7 days)

- d. An employee's unused personal illness days each fiscal year shall be cumulative to a maximum of six-hundred and sixty hours (110 days).

C. Family Illness

Each non-probationary employee has the right to use a maximum of thirty (30) hours (5 days) annual/cumulated personal illness days per fiscal year for illness in the employee's family.

D. Personal Business

- 1. If an employee is awarded a regular bid route, he or she shall be entitled to 12 hours (two days) per fiscal year for personal business.

2. "Fort Wayne Community Schools' Individual Absence Report" form specifying "personal business" as the reason for absence shall be submitted four (4) days prior to the absence except in emergency situations. The personal business day must be approved by the unit head or designee to be paid absence and said day(s) shall not be granted to extend a holiday or vacation. Fort Wayne Community Schools may approve the use of personal business days without prior request being made and after the absence when deemed appropriate.
3. Unused personal business hours shall, at the end of the fiscal year, be credited to cumulative sick leave. Personal business hours may be taken in three hour (one-half day) units.

E. Bereavement

1. All employees who have passed their probationary period and who are absent due to a death in their family shall be allowed up to thirty (30) work hours (5 days) of bereavement leave. Such hours will normally begin immediately following the death, but may be taken within a sixty-day period following the death.
2. For the purposes of bereavement leave only, family shall be defined as an employee's:
 - spouse,
 - children (including children of whom the employee has legal guardianship),
 - step-children,
 - parent,
 - step-parent,
 - grandparent,
 - grandchild,
 - brother/sister,
 - step-brother/step-sister,
 - parents-in-law,
 - brother-in-law/sister-in-law
 - grandparent-in-law
3. These days may not be carried over to the next fiscal year.
4. Eighteen work hours (18) (3 days) per fiscal year shall be allowed for the death of other members of the family not included in the definition of immediate family.
5. Evidence of the death shall be required by the unit head.

F. Court Responsibilities

All non-probationary employees if called for jury duty or subpoenaed as a witness by a third party for a work related matter, shall receive regular pay, except those subpoenaed by the Union in a suit against Fort Wayne Community Schools.

G. Pay for National Guard or Reserve Duty

All employees of the Fort Wayne Community Schools who are members of a recognized reserve component of the Armed Forces of the United States or the National Guard shall be entitled to a leave of absence for annual required active duty training. Such an employee shall be paid at his/her regular rate of pay less any monies received as military pay for a period not to exceed one hundred-twenty (120) hours calendar days) each year. It shall be the obligation of the employee to furnish acceptable evidence of training time and payment therefore to the payroll department and to reimburse the district for the amount of payment.

Article 4: Insurance

A. General Statement

The exact benefits provided and effective dates of group coverage under insurance plans are set forth in the insurance policies and individual booklets which become a part of this Contract booklet by reference.

B. Group Health Benefits

1. A full-time employee is eligible to receive group health benefits provided by the benefit plans of the Corporation. Those employed as of December 31, 2011 may continue in the current PPO plan (the "Buy-Up Plan"). Those employed after December 31, 2011 may enroll in the corporation's revised PPO plan (the "Core Plan") or in the Corporation's High Deductible Health Plan (the "High Deductible Plan"). The Corporation shall pay 80% of the cost of the Core Plan. The balance of any cost shall be paid by the employee.
2. Employees and eligible dependents on the Comprehensive Major Medical plan will also have use of the two FWCS Health and Wellness Centers. The clinics offer appointments with a doctor, physician assistant or nurse practitioner for health issues, blood draws, prescription refills and wellness coaching.
3. In the event two employees are married and both spouses are employed by FWCS and eligible for health benefits, they are ineligible for single plans and must select one employee/spouse or employee/family plan.
4. An annual open enrollment period will be held each fall based on Affordable Care Act (ACA) requirements.
5. The child of an employee who is retired shall be eligible to continue coverage in the Core Plan or High Deductible Plan at his/her own expense through COBRA until said child is ineligible for coverage.
6. Eligible family members of deceased employees shall have the option of continuing in the Core Plan or High Deductible Plan at his/her own expense through COBRA until coverage eligibility ends.
7. The spouse of a retired employee shall be eligible to continue in the Core Plan or High Deductible Plan at his/her own expense until eligible for Medicare.
8. Spouses of employees hired after January 1, 2014, who are eligible for health insurance coverage from their own employer are not eligible for Corporation group health benefits.

C. Group Term Life Insurance

All non-probationary driver shall receive convertible term life insurance in the amount of twenty-five thousand dollars (\$25,000). Such term life insurance shall include accidental death, and dismemberment and in the event of accidental death, the benefit shall be double the specified amount.

D. Liability Insurance

The Board shall provide comprehensive general liability insurance for both bodily injury and property damage covering all employees while performing normal work assignments. The Board purchases liability insurance for all owned, non-owned, and hired vehicles for accidents for which they may become liable.

E. Insurance While on Extended Leave

An employee on an extended leave granted by the Board shall be afforded the opportunity to continue his/her participation in any insurance program to which he/she was entitled as an employee prior to the commencement of said leave at his/her own expense through COBRA, unless the insurance carrier objects to such a procedure.

F. Section 125 Provisions

Section 125 Flexible Benefit Plans shall be offered to all bargaining unit members on a yearly basis in compliance with Internal Revenue Service regulations. The Administration shall, through payroll deduction, assure this option.

G. Employee Assistance Program

The Employee Assistance Program will be available to all employees and their eligible dependents. The Program shall be evaluated annually. Additional information regarding the Program is available through Human Resources.

Article 5: Retirement

A. Retirement Savings 401(a) Annuity Plan

The retirement match is suspended and will only be available when it is included in the Board approved budget.

B. Public Employees' Retirement Fund

1. All eligible employees are subject to the provisions of the Public Employees' Retirement Fund Policy (PERF) and must become a PERF member on the first day of employment. All eligible employees shall be included in the Public Employees' Retirement Fund Program. New employees must begin to participate in Public Employees' retirement Fund when initially employed. If the new employee has been covered previously under Public Employees' Retirement Fund, he/she must participate immediately upon being employed.
2. The Fort Wayne Community Schools shall pay, in the employee's name, the three percent (3%) employee PERF contribution required of the employee by statute.

C. Early Retirement

An employee retiring prior to Medicare eligibility shall be eligible to continue participation (family or single) in health and medical insurance at his or her own expense.

D. Buy-Out of Retirement Benefits

1. This benefit only applies to employees who received the buyout of severance benefits under a prior agreement. The school corporation established a qualified retirement plan as described in Section 401(a) of the Code. The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:
 - a. The amount calculated for each employee will be invested in a separate account. Each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) plan.
 - b. Until such time that an employee has retired and satisfied the eligibility requirements set forth by PERF, the employee shall have no access to the assets held in his or her separate 401(a) plan account.

- c. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth by PERF, the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts shall not be returned to the school corporation. Instead, forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts in a manner determined by the Actuary.
2. The 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:
- a. Employees who have forfeited their 401(a) plan accounts in the same year.
 - b. Employees who previously forfeited their 401(a) plan accounts;
 - c. Employees who have attained age sixty (60) and terminated employment in or before the year of the reallocated forfeiture.

Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may elect to begin distributions from his or her 401(a) plan account. If an employee dies after having satisfied the requirements of this Article, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his or her 401(a) plan account.

Article 6: Compensation

A. Wage and Definition Provisions

	Entry	2-4 Years	5-7 Years	8-10 Years	11-13 Years	14 & Up
Hourly Rate	\$20.00	\$21.38	\$22.79	\$24.19	\$26.05	\$27.00
Extracurricular Rate	\$15.00	\$16.00	\$17.00	\$18.00	\$19.00	\$20.00

Entry level begins on the start date of a substitute driver's successful bid on a regular route. The first year of service is counted effective July 1st of the second year of employment. Step increases occur in the second year of service as defined above.

In addition to this regular hourly rate, the following premiums will be paid on the base hourly rate:

1. Any driver who is certified to drive a lift route and is awarded a lift route will receive a one-dollar (\$1.00) premium on top of his/her regular hourly rate.
2. Bid routes will be paid at hourly rate, including the required pre and post trip inspection times.
3. Pre and post trip inspection is required and paid on regular routes, (AM and PM), once per day, (pre and post) on midday routes, and pre and post on all extra-curricular trips on a driver's non-scheduled workday.
4. Time between different categories of runs will be considered paid driving time if, according to the computer routing system or required by temporary conditions, there is insufficient time to return to the assigned center for 30 minutes or more between runs.
5. Any driver temporarily reassigned for the convenience of the administration will not lose pay, but may be assigned other work if available during that time.

Drivers will be required to successfully complete State Annual Driver Recertification Training and will be paid driver rate determined by the administration reflecting a reasonable time to complete.

The hours to be paid for the purpose of holidays and paid leave will be based on 6 hours of work at the employee's rate.

Drivers participating in in-service training shall be paid at the established Fort Wayne Community Schools rate.

B. Pay for Extracurricular Trips

1. Drivers will be paid between \$15.00 and \$20.00 per hour based on their wage step, with entry-level drivers to be paid \$15.00 per hour, \$16.00 for drivers with 2-4 years of experience, \$17.00 for drivers with 5-7 years of experience, \$18.00 for drivers with 8-10 years of experience, \$19.00 for drivers with 11-13 years of experienced, and \$20.00 per hour for drivers with 14 or more years of experience.
2. Drivers who drive "lift buses" on extracurricular trips will receive one dollar (\$1.00) per hour, per trip in addition to the hourly rate.
3. Trip/Bus Cancellations: Drivers will be paid for canceled trips/buses in accordance and as specified within the following provisions: If the driver is notified of a trip cancellation while the driver is in route to the loading site or after the driver arrives, the driver will be compensated for the full time scheduled for the trip.
4. The pay structure for overnight trips or continuation of multiple day trips begins from departure time until the trip sponsor releases the driver. Drivers will be compensated for any time actually worked or travel time that occurs during regular work hours, including weekends or other nonworking days. A driver will have his/her expenses taken care of by the sponsoring school. In the event the school does not take care of lodging and meals for the driver, the driver will be reimbursed via a claim form at the corporation rates and guidelines. Only travel requiring an overnight stay qualifies the employee for meal allowances.
5. If the bus is left visibly dirty after an extracurricular trip, the driver may request and shall be paid one (1) hour additional pay at the extracurricular rate to clean the bus. This provision shall not be interpreted to mean all extracurricular trips but shall apply to football and band trips where the bus is left unusually dirty. Exceptions to these trips must be submitted to a supervisor for approval.

Article 7: Employee Hours and Working Conditions

A. Regular Work Year

Drivers shall be paid for one hundred ninety (190) days per school year as follows:

1. Days

- a. 10* Paid Holidays: New Year's Day, Martin Luther King, Jr. Day, Good Friday, Labor Day, Fall Break, Wednesday prior to Thanksgiving, Thanksgiving Day, Friday after Thanksgiving Day, Day prior to Christmas, Christmas Day, (*President's Day)
- b. 180 Scheduled school driving days
- c. 190 Total Days

*President's Day will be substituted for Good Friday and shall be considered a paid holiday when Good Friday occurs during Spring Break.

2. *The number of paid holidays shall not change but the days celebrated shall be adjusted to correspond with the official School Calendar.
3. The number of total paid days (one hundred ninety [190]) will be increased if the Indiana General Assembly or the General Commission on Education increases the minimum number of student days beyond one hundred eighty (180) and that increase will be equal to the increase in the minimum number of student days beyond one hundred eighty (180).
4. An employee must complete a full scheduled work day on the work day immediately preceding and succeeding the holiday to be paid for the holiday. In cases of extenuating circumstances in the opinion of the employer, required documentation shall be submitted for consideration on a case by case basis to the Director of Transportation for approval to receive the paid holiday. Probationary employees do not get holiday pay.

B. Remote Learning Student Days Due to Weather/Emergency School Closings

1. Drivers will receive four paid days (six paid hours per day) per school year if students participate in remote learning due to weather-related or emergency school closings.
2. The hours to be paid for the purpose of holidays and paid leave will be based on 6 hours of work at the employee's rate.

C. Work Week

The Fort Wayne Community Schools' work week shall be from 12:00 midnight Friday to 12:00 midnight the following Friday.

D. Overtime

When a driver exceeds forty (40) hours per week, the driver shall be paid overtime (one and one-half times) as follows:

Combine all of the driver's actual time required for regular route, summer program, summer school route, early morning route, midday route, late afternoon route, stand-by, study connection or like programs, in-service training, required meetings, extracurricular trips, etc. The driver will be paid at one and one-half (1 1/2) times for all time above forty (40) hours per work week in accordance with the Fair Labor Standards Act (FLSA). An hourly rate shall be computed by dividing the driver's pay in a work week for time worked by the number of actual hours worked to determine the overtime rate of pay.

E. Required Meeting(s)

Whenever a driver is required to attend a meeting at a school such driver shall be compensated at their hourly rate. All meetings must be approved for pay by a supervisor.

Article 8: Effect and Term of Master Contract

A. Effect of Master Contract

1. The Board and Union agree that the terms and conditions set forth in this Contract represent the understanding and the commitment between them for the duration of this Contract. Only with the mutual consent of both parties can the negotiation process be reopened to alter or change this Contract during its duration.
2. Any contract between the Board and an individual bargaining unit member shall be expressly subject to the terms and conditions of this Contract.
3. Should any Article or portion thereof be declared illegal by a court of competent jurisdiction or be in conflict with any state or federal statute or regulation that has the effect of statute, such article or portion thereof shall be deleted from the Contract to the extent it violates the law but the remainder of this Contract shall remain in full force and effect.
4. This Contract shall supersede any policies or procedures of the Board which shall be contrary to or inconsistent with its terms.
5. Nothing in this Contract abrogates the rights of the individual under existing law.
6. By entering into this contract, all prior agreements of any nature whatsoever are hereby terminated and are of no force or effect, the parties having had the right to present any and all issues in bargaining prior to this agreement.

B. Term of Contract

1. This Contract shall be effective as of July 1, 2022 and shall continue in full force and effect through June 30, 2026. Provided, however, that it shall reopen exclusively to bargain wages (Article 6 section A) on or before June 30, 2023, and again on or before June 30, 2025.
2. This Contract is made and entered into at Fort Wayne, Indiana, County of Allen, State of Indiana, into by and between the Board of School Trustees of the Fort Wayne Community Schools Corporation and the Teamsters Local Union No. 414. This Contract is so attested to by the parties whose president and designated members' signatures follow.

BUS DRIVERS OF FORT WAYNE
COMMUNITY SCHOOLS
Teamsters Local Union 414

By George T. Gerdes
George T. Gerdes
Its Secretary-Treasurer

By Robert G. Deitering
Robert G. Deitering
Its Business Agent

By Yvonne Meisner
Yvonne Meisner
Its Shop Steward

By Mackenzie Jones
Mackenzie Jones
Its Shop Steward

BOARD OF SCHOOL TRUSTEES
OF FORT WAYNE COMMUNITY
SCHOOLS

By Anne Duff
Anne Duff
Its President

By Rohli Booker
Rohli Booker
Its Secretary

By Dr. Mark Daniel
Dr. Mark Daniel
Its Superintendent

By Charles L. Cammack, Jr.
Charles Cammack Jr.
Its Chief Operations Officer

By David Amen
David Amen
Spokesperson
Negotiation Committee

Dated this 27 day of July, 2022.