

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN**

**THE BOARD OF SCHOOL TRUSTEES OF THE  
METROPOLITAN SCHOOL DISTRICT  
OF MT. VERNON**

**AND**

**THE CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 215  
(BUS DRIVERS AND BUS ATTENDANTS)**

**EFFECTIVE JANUARY 1, 2017  
THROUGH  
DECEMBER 31, 2017**

# **A G R E E M E N T**

## **ARTICLE I**

### **RECOGNITION**

The Board of School Trustees of the **METROPOLITAN SCHOOL DISTRICT OF MT. VERNON, INDIANA**, recognizes Chauffeurs, Teamsters, and Helpers Local Union No. 215, hereinafter called the Union, as the representative of the district's Bus Drivers and Bus Attendants for the purpose of discussing matters of mutual concern. Those matters shall include, but not necessarily be limited to wages, hours, and fringe benefits.

The term "employee" as used herein shall include only regularly Bus Driving and Bus Attendant employees whose appointment has been officially approved by the Board for the Metropolitan School District of Mt. Vernon, Indiana; **BUT EXCLUDING** all substitutes, temporary employees, and supervisors.

This Memorandum and the recognition extended to the Union under it shall not be construed as relinquishment by the Board of any lawful obligations.

All words of gender used in this Memorandum shall be deemed and construed to include any other gender as the context of this Memorandum or any paragraph in this Memorandum may require, the same as if such words had been fully and properly written in the required gender.

Employees may be expected to give a fair day's work for a fair day's salary paid by the Board.

## **ARTICLE II**

### **BOARD'S RIGHTS**

The Board retains all of its rights and powers under applicable law; provided, that the Board agrees to apply those rights and powers consistent with the provisions of this Memorandum.

## **ARTICLE III**

### **MEMBERSHIP**

No employee covered by this memorandum will be required to become a member of or pay dues to the Union.

## **ARTICLE IV**

### **UNION STEWARDS**

The Board, through its designated representative(s), will deal with an Employee designated as the Union Steward from the bargaining unit.

The Union will appoint its Steward who shall handle grievances of employees without loss of pay to the Steward; provided, however, that the aggregate time shall not exceed one (1) hour in any one (1) week for the Steward. The Union Steward must receive permission from his immediate Supervisor to leave his work station and must report back promptly when his part of the grievance adjustment procedure has been completed.

In no event shall the Union Steward have the power to call a strike or stoppage of work or interfere with work in progress.

## **ARTICLE V**

### **NO STRIKE - NO LOCKOUT**

There will be no strikes, walk-outs, picket lines, or other interference with the Board's operation of the Metropolitan School District of Mt. Vernon by the Union or its members and the Board will not lock out its employees.

Participation by an employee in any strike, walk-out, picket line or other interference with the Board's operation of the Metropolitan School District of Mt. Vernon will be grounds for disciplinary action up to and including discharge.

## **ARTICLE VI**

### **SENIORITY**

Seniority shall be defined as the length of continuous employment with the Board, starting with the date of appointment to temporary status.

Upon written request of the Union, between December 15 and December 31, the Board of School Trustees will furnish the Union, and to each of its members, a seniority list with the first paycheck in January of the year immediately following.

## **ARTICLE VII**

### **SEPARABILITY**

If any provision of this Memorandum of Understanding shall be held invalid or void by a Court of competent jurisdiction, the remainder of the Memorandum of Understanding shall remain in full force and effect.

## **ARTICLE VIII**

### **DURATION**

This Memorandum of Understanding covers the period from January 1, 2017 to December 31, 2017. The Board of School Trustees and Union recognize the need to start discussions for the 2018 Memorandum of Understanding on or about June 1, 2017; also, representatives of the Board and Union may meet from time to time to discuss the implementation of the terms of this Memorandum.

## **ARTICLE IX**

### **DUES AND LOCAL CHAPTER OF D.R.I.V.E. DEDUCTION**

The Board will deduct in one total sum of money monthly from the wage of the employees covered by this Memorandum, the general and uniform dues whose written and signed authorization and assignment has been submitted to the Board on a form furnished by the Board. The authorization and assignment will remain in effect until revoked by any employee. The authorization and assignment will be revocable at the will of employees and its form is made a part of this Memorandum as described in **Dues Deduction Authorization**.

The Employer agrees to deduct from the wages due employees covered by the provisions of this Agreement monies assigned by the employee to the Local Chapter of D.R.I.V.E., an amount to be determined by the employee; provided, however, that the employee shall have signed and submitted to the Employer, a written authorization for such action on the part of the Employer. The authorization will be on forms furnished by the Local Chapter of D.R.I.V.E. and shall be in compliance with all state and federal laws. All monies so deducted by the Employer shall be forwarded to the Treasurer of the Local Chapter of D.R.I.V.E. at the end of the month for which deductions have been made.

The Board accepts the terms and conditions of this paragraph and of the written and signed authorizations and assignments submitted to it to the extent that this paragraph and such documents are, and each of them is, applicable under existing law.

The Union will provide to the Board a written assurance that the Union will defend, indemnify and save harmless, the Board against any and all claims made upon or any suits instituted against

the Board arising out of any action of the Board taken pursuant to preceding paragraphs, concerning dues deduction and Local Chapter of D.R.I.V.E.

### **DUES AND LOCAL CHAPTER OF D.R.I.V.E. DEDUCTION AUTHORIZATION**

The school employer shall, on receipt of the written authorization of the employee, deduct from the pay of such employee, any dues designated or certified by the appropriate officer of Teamsters Local Union No. 215 and shall remit such dues to such exclusive representative.

The Employer agrees to deduct from the wages due employees covered by the provisions of this Agreement, monies assigned by the employee to the Local Chapter of D.R.I.V.E. an amount to be determined by the employee; provided, however, that the employee shall have signed and submitted to the Employer a written authorization for such action on the part of the Employer. The authorization will be on forms furnished by the Local Chapter of D.R.I.V.E. and shall be in compliance with all state and federal laws. All monies so deducted by the Employer shall be forwarded to the Treasurer of the Local Chapter of D.R.I.V.E. at the end of the month for which deductions have been made.

The Teamsters Local Union No. 215 shall indemnify and save the School Employer and School Corporation harmless against any and all claims, demand, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the School Employer or School Corporation in reliance upon signed authorization cards and/or lists furnished to the School Employer or School Corporation by the Teamsters Local Union No. 215 for the purpose of payroll deduction of dues and Local Chapter of D.R.I.V.E.

## **ARTICLE X**

### **GRIEVANCE PROCEDURE**

This Grievance Procedure, hereinafter referred to as "Procedure" stipulates the conditions under and the procedures by which grievances alleged by employees covered by this Memorandum of Understanding shall be processed. If any such grievances arise, there shall be no stoppage or suspension of work because of such grievance, but such grievances shall be submitted to the following grievance procedures.

#### **I. DEFINITIONS**

As used in this Procedure:

- A. "GRIEVANCE" means, and shall be limited to, an alleged violation of an express article or section of this written Memorandum of Understanding, except where such article or section is exempt from this Procedure.

- B. **“SUPERINTENDENT”** means the Chief Administrative Officer of the School Corporation, or any person(s) designated by him to act in his behalf in dealing with school employees.
- C. **“GRIEVANT”** means the employee directly affected by the alleged violation making the claim.
- D. **“DAY”** means school employer assigned duty day of the employee.

## II. **STRUCTURE**

- A. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to proceed independently of this Procedure.
- B. The grievant may be represented by any person(s) of his own choosing at all levels of the Procedure, limited, however, to a total of two (2) representatives.
- C. Either the school employer or the grievant shall have the power to invoke the advisory board proceedings under this Procedure.
- D. There shall be no additional evidence, material, allegation, or remedy submitted by the grievant or his representative during the grievance process, once a formal grievance has been filed at Formal Level One, provided, however, that the Superintendent shall waive the restrictions on additional evidence or material stipulated herein upon request of the grievant provided that the Superintendent determines said additional evidence or material was either not known or not available to the grievant at the time said grievance was filed at Formal Level One.

## III. **PROCEDURE**

The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grievant and school employer.

### A. **INFORMAL GRIEVANCE**

Within seven (7) days of the time the grievant first knew or should have known of the act or condition upon which it is based, the grievant must present the grievance to the Director of Buildings and Grounds or his designee by meeting with him individually in an informal manner during non-working hours. The grievant may be accompanied by a representative as provided herein, provided the Director of Buildings and Grounds or his designee is informed in advance of the grievant’s desire to have a representative present. Failure to so meet and discuss said alleged grievance as provided herein, shall prevent the grievant from filing

said alleged grievance at any formal grievance level(s). Within seven (7) days after presentation of the grievance, the Director of Buildings and Grounds or his designee shall give his answer orally to the grievant.

## **B. FORMAL GRIEVANCE**

### **LEVEL ONE**

1. Within five (5) days of the oral answer, or within twelve (12) days after presentation of the grievance at the Informal Level if no oral answer has been rendered, if the grievance is not resolved, it must be filed by the grievant with the Director of Buildings and Grounds or his designee in writing, signed by the grievant, on the appropriate grievance form. The written grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by specific reference all express articles or sections of this Memorandum of Understanding alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of said articles or sections, and shall indicate the specific relief requested.
2. Within seven (7) days after receiving the written grievance, the Director of Buildings and Grounds or his designee shall communicate his answer in writing to the grievant.

### **LEVEL TWO**

1. In the event that the grievance is not resolved at Level One, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Two provided said appeal is filed with the Superintendent within ten (10) days of receipt of the written answer at Level One, or within seventeen (17) days after presentation of the grievance at Formal Level One if no written answer has been rendered. The appeal shall include a copy of all materials and evidence previously submitted and a copy, at the same time, shall be given to the Director of Buildings and Grounds or his designee involved.
2. The grievant shall submit the written claim, signed by him, to the Superintendent. Within ten (10) days from the receipt of the grievance, the Superintendent shall render a written decision to the grievant as to the resolution of the grievance. The Superintendent may hold a formal hearing(s) prior to the rendering of the written decision, and an additional fourteen (14) days beyond the ten (10) days shall be allowed if the Superintendent determines further investigation is necessary.

### **LEVEL THREE**

1. In the event the grievance is not resolved at Level Two, or if no written decision has been rendered within the time limit provided, the grievant may submit the grievance to an advisory board provided the grievant files said written appeal with the school employer within seven (7) days of the receipt of the Superintendent's written answer, or, if no written decision has been rendered by the Superintendent, either within seventeen (17) days or within thirty-one (31) days after presentation of the grievance at Level Two, whichever is applicable.
2. Upon receipt of said appeal, an advisory board shall be appointed, with one (1) member selected by the grievant, one (1) member selected by the Superintendent, and one (1) member, who shall serve as chairman, selected by the two (2) members appointed as described herein.
3. If requested by the school employer, the advisory board shall first rule on the arbitrability of the grievance. With such ruling by the advisory board that the grievance is not arbitrable, the grievance shall be deemed resolved by the school employer's answer at the previous level and abandoned.

### **IV. POWERS OF THE ADVISORY BOARD**

It shall be the function of the advisory board, and it shall be empowered except as its powers are limited below, after due investigation, to make an advisory recommendation to the school employer, within fifteen (15) days of its appointment, in cases of alleged violation of the express articles or sections of this Memorandum of Understanding:

- A. It shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Memorandum of Understanding.
- B. It shall have no power to establish salary structures or change any salary.
- C. The decision of the advisory board shall be solely advisory in nature. The School employer shall consider the written advisory recommendation rendered by the advisory board and shall finally rule on the disposition of the grievance.
- D. The fees and expenses of the chairman of the advisory board, if any, shall be shared equally by the school employer and the grievant. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

## V. MISCELLANEOUS

- A. Decisions rendered at Formal Level One, Level Two, and Level Three of this Procedure shall be in writing.
- B. All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.
- C. All necessary forms for grievance procedures set forth in this Procedure shall be provided by the Superintendent.
- D. Failure at any level of this Procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless said time limits be extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved by the school employer's answer at the previous level and abandoned.
- E. Any hearing at the informal level and at Formal Level One, Level Two, and Level Three shall be held during non-working hours unless otherwise directed by the school employer.
- F. No school employee shall use this Procedure to appeal any decision by the school employer, or administration for which there is another remedial procedure of forum established by law or by regulation having the force of law.
- G. No employee shall use this Procedure to appeal any decision by the school employer or administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
- H. Employees shall follow all written and oral directives, even if such directives are allegedly in conflict with this Memorandum of Understanding. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.
- I. The fact that the grievance has been considered by the parties in the preceding levels of this Procedure shall not constitute a waiver of jurisdictional limitations upon the advisory board in this Procedure.
- J. This Procedure supersedes and cancels all previous grievance policies or procedures, oral or written or based on alleged past practices or procedures, and constitutes the entire procedure for the processing of grievances.

## **ARTICLE XI**

### **HOURS OF WORK AND OVERTIME**

- I. The work week is Sunday through Saturday with normal working days being Monday, Tuesday, Wednesday, Thursday, and Friday. The payroll week is Thursday through Wednesday.
- II. Time over forty (40) hours in a payroll week will be paid at the rate of one and one-half (1½) times the regular rate.
- III. Employees shall be guaranteed a minimum of two (2) hours for their morning run, one and one-half (1.5) hours for their mid-day run (if assigned), and two (2) hours for their afternoon run. Employees shall be paid for all time associated with the pre-trip inspection.
- IV. All extra curricular trips and field trips will be awarded to bus drivers by seniority taking into account drivers' preferences. If no bus drivers are available or interested in an extra curricular trip or field trip, the trip will be awarded to a bus attendant, if possible, based on seniority, taking into account the bus attendant's preferences. Those preferences may include which type of activity they are interested in driving for and the distance of the run. Drivers and attendants will indicate their preferences annually in writing on forms provided by the school district.

## **ARTICLE XII**

### **JOB VACANCIES, PROMOTIONS, AND TRANSFERS**

#### **POSTED JOB OPENINGS**

If a vacancy on a route occurs, such notice will be posted, and all drivers will have an opportunity to bid for same. Such vacant route will be awarded to the senior bidder.

#### **TEMPORARY EMPLOYEE**

Any person employed as a bus driver or bus attendant will be considered on temporary status for a period of not to exceed sixty (60) working days. If a vacancy in the normal complement of personnel occurs prior to the end of that period of time, a person on temporary status who is qualified for that vacancy may, at the sole discretion of the Board of School Trustees, be appointed to a position as a regular employee with seniority dating to the start of their temporary status.

For the first thirty (30) days of his employment on temporary status, an employee will receive the base rate of pay. Following that thirty (30)-day probationary period, if the employee's work

is deemed to be satisfactory by the Board of School Trustees, they will, for the remainder of their temporary status, be paid at an hourly rate which will be at the mid-point between base pay and the hourly rate of the employee temporarily being replaced. The Board of School Trustees will be the sole judge as to whether any employee on temporary status shall be advanced in pay or continued in employment and the Board's action with respect to any such employee will not be subject to a grievance procedure or any other arbitration procedure. An employee on temporary status will not receive medical-hospital insurance, and may be terminated at the sole discretion of the Board of School Trustees.

The obligation of the Board of School Trustees to put a temporary employee upon regular status does not impose an obligation upon the Board of School Trustees to exceed the normal complement of personnel, and it is understood that the number of persons employed as regular bus driving employees at any given time may be maintained at the normal level through layoffs, with such layoffs to be made on the basis of seniority and with those persons laid off being given first opportunity at future staff openings for which they are qualified and which occur within three years after the date upon which the employee was laid off. The Board of School Trustees shall be the sole judge of what constitutes a normal complement.

## **RESIGNATION**

Resignations shall be in writing and directed to the Superintendent of Schools.

The administrative staff shall notify the employee in writing concerning the action taken on his resignation.

## **TRANSFER**

Transfers may be made at the initiative of the Superintendent or other administrative officer or at the request of the employee and for any purpose which, in the judgment of the Superintendent, is for the best interests of the employee or the school system.

## **ARTICLE XIII**

### **LEAVES OF ABSENCE**

#### **I. PAID LEAVES OF ABSENCE**

##### **A. LEGAL ABSENCE**

A regular employee called for court, jury or election duty from which he cannot be excused shall be paid for the day of work missed at his regular rate of pay. The employee is required to remit to the Secretary of the Board of School Trustees any fees (except travel) received from court, in which case no salary reduction will be made.

##### **B. ILLNESS, ILLNESS IN THE FAMILY, BEREAVEMENT, AND PERSONAL BUSINESS**

All employees will be entitled to two (2) personal business days and three (3) special days per fiscal year (June 30 – July 1) which may be used for illness, family illness, or bereavement leave. These days may be used in half day increments and any unused days shall be cumulative to a maximum rollover limit of two (2) personal business days and thirty (30) special days. With maximum rollover and new accruals, employees can have a maximum balance of four (4) personal business days and thirty-three (33) special days in any given fiscal year. Unused personal business days above the maximum rollover limit will accumulate with special days. In addition to the above, employees may be granted time off without pay if substitute drivers are available.

#### **II. NON-PAID LEAVES OF ABSENCE**

##### **A. EMERGENCY OR EXTREME HARDSHIP ABSENCE**

An employee may be granted personal leave with loss of pay in cases of extreme hardship. The written request for such absence, stating the nature of the hardship or need, should be presented in advance of the anticipated absence to the Director of Buildings and Grounds or his designee for his recommendation to the Superintendent of Schools.

##### **B. LEAVE OF ABSENCE FOR PERSONAL ILLNESS OR PREGNANCY**

A non-paid leave of absence for pregnancy or personal illness may be granted to any classified personnel for a period of up to one (1) year.

1. An application for leave of absence with loss of pay for personal illness or pregnancy must be accompanied by a certificate from a physician recommending such leave and approved by the Board of School Trustees.
2. Fringe Benefit Entitlement: An employee on leave of absence for personal illness is entitled to all fringe benefits for so long as he qualifies for paid leave of absence. Upon the expiration of all such days, the employee is responsible for payments for his full health insurance monthly payments (if applicable), for any Union dues and/or assessments (if applicable), and for any other payments that normally would have been made by the District had the employee been working.

### **C. MILITARY LEAVE OF ABSENCE**

Any regular classified employee who enters military service during a period of national emergency shall be restored, following his discharge, to his former position or a similar position for which he is qualified. Any employee who chooses to remain in military service longer than six (6) months after becoming eligible for discharge shall forfeit all rights for reinstatement.

### **III. RETURN FROM LEAVE**

Upon returning from a leave of absence for illness or pregnancy, the employee is required to have such health examination as may be required by the Superintendent of Schools.

If an employee on leave of absence for illness or pregnancy remains away from duty beyond the expiration date of their leave or renewal of leave, his position shall be vacated by such failure to return.

### **IV. FISCAL YEAR**

The fiscal year for all leave of absence benefits shall be from July 1 to June 30.

**ARTICLE XIV**

**WAGES**

- I. Each employee is scheduled on an individual hourly rate.
- II. Paydays are every other Friday with time cards due into the District Office on the morning of each alternate Thursday. Time card turn-in is the responsibility of the employee.
- III. Union dues deductions are made on the second payroll in a month.
- IV. The school employer, at its sole discretion, may place a new employee at an advanced level on the pay schedule.
- V. For hourly wage purposes only, longevity shall be established January 1 and July 1 of each calendar year.
- VI. An employee who is in attendance at work the full number of days each semester during the term of this contract shall receive a stipend of \$100 per semester for perfect attendance. The stipend will be paid through payroll within 45 days after the last school day of each semester. Absence from work for Legal Absence (as defined in Article XIII.I.A.) will not be counted against perfect attendance. Absence from work when the school employer directs an employee to receive medical treatment due to a work-related injury will not be counted against perfect attendance.

**WAGES**  
**2017**

<b>2017 Hourly Rates</b>	<b>0-4 Years</b>	<b>5-14 Years</b>	<b>15+ Years</b>
Bus Driver	\$15.57	\$16.49	\$16.73
Extra Curricular Trips	\$10.00	\$10.00	\$10.00

<b>2017 Hourly Rates</b>	<b>0-4 Years</b>	<b>5-8 Years</b>	<b>9-12 Years</b>	<b>13+ Years</b>
Bus Attendant	\$13.56	\$13.85	\$14.19	\$15.25

## ARTICLE XV

### **DISCIPLINE AND WORK RULES**

The following offenses and penalties have been listed by management in an attempt to improve the general working conditions and the well-being of the employees. Offenses have been segregated into three (3) classes, according to penalties assessed.

Since not all infractions and variations of work rule offenses can be listed, Management reserves the right to categorize such variations and unlisted infractions, according to their severity, into existing classes of offenses, as deemed proper.

When imposing any discipline as the result of a current charge, management will not take into account infractions which occurred more than one year previously.

## ARTICLE XVI

### **PENALTIES FOR OFFENSES**

The disciplinary action for the **Class I Offense**, or combinations of those offenses, shall be a reprimand for the first offense, three (3) days layoff for the second offense, and one week layoff and/or demotion or transfer for the third offense, and dismissal for the fourth offense.

The disciplinary action for the **Class II Offense**, or combination of those offenses, shall be three (3) days layoff for the first offense, one (1) week layoff and/or demotion or transfer for the second offense, and discharge for the third offense.

A **Class III Offense** shall result in automatic discharge.

An employee who has already received a three (3)-day layoff for either Class I or Class II offenses shall receive a one (1) week layoff and/or demotion or transfer for a subsequent Class I or Class II offense; an employee who has already received a one (1) week layoff and/or demotion or transfer for either or both Class I and Class II offenses shall be discharged for a subsequent Class I or Class II offense.

### **CLASS I OFFENSES**

1. Leaving the job early, except in the case of personal injury or where approval has been obtained from a person authorized to grant such approval.
2. Excessive tardiness or absenteeism.

3. Failure to call in and report absences to the Director of Buildings and Grounds.
4. Violation of safety or fire rules.
5. Unsatisfactory work performance established by the Board of School Trustees through its designated representatives.
6. Reporting for work other than neatly dressed and having a clean, neat appearance.
7. Using other than proper language at any time.
8. Not completing or doing a pre-trip or post-trip inspection.
9. Using a school bus for personal use.
10. Using a telephone (cell phone) while driving a bus.

#### **CLASS II OFFENSES**

1. Insubordination, which shall include, but not limited to, refusal or failure to accept and perform job assignments as directed by the immediate supervisor or higher supervision. EXCEPTION: If the possibility of personal injury could result in carrying out such assignment.
2. Carelessly damaging, destroying, losing, or misusing school equipment or property.
3. Altercations, (oral, written, or physical) among bus driving personnel or between bus driving personnel and school staff, faculty, students, or the public.
4. Gambling, use of abusive language, the threatening of physical violence.

#### **CLASS III OFFENSES**

1. Stealing, whether school property or property belonging to others.
2. Possession of alcoholic beverages, narcotics, or weapons (concealed or otherwise) on school property.

3. Physical violence committed upon another person on school property except in self-defense.
4. Immoral or indecent acts.
5. Any intentional misrepresentation in an employee's application for employment or falsification of leave of absence request.
6. Purposely or intentionally damaging or destroying school equipment or property.
7. Falsifying time card or any other personnel record of his own.
8. Filling out a time card or other personnel record for another.
9. Found on the job to be under the influence of intoxicating liquors or beverages or drugs.
10. Being convicted of driving under the influence.
11. Negligent homicide arising out of use of a motor vehicle.
12. Operating a motor vehicle during a period of license suspension or revocation.
13. Using a motor vehicle in commission of a felony.
14. Aggravated assault with a motor vehicle.
15. Vehicle theft.
16. Permitting an unlicensed person to drive school bus.
17. Reckless driving in a school bus.
18. Participating in a speeding contest/drag racing.
19. Hit and run from an accident involving the school bus.
20. Failure to call in and report accidents involving a school bus.
21. Leaving a child on a school bus (am or pm).

## **ARTICLE XVII**

### **Insurance**

- I. The School District will pay up to \$375.02 per month for a single or family plan toward the cost of hospital/medical insurance for each employee enrolled in the school corporation's hospital/medical insurance plan.

## **ARTICLE XVIII**

### **Scholarship Trust Fund**

- I. Effective with the first payroll after ratification of this Agreement by the employer, the employer agrees to contribute \$2.50 per week per employee to the Teamsters Local 215 Scholarship and Educational Trust Fund. The check shall be made payable to "Teamsters Local 215 Scholarship and Educational Trust Fund" and mailed on a monthly basis to P.O. Box 1040, Evansville, IN 47706.

## **ARTICLE XIX**

### **Commercial Driver's License (CDL) Physical**

- I. The school employer agrees to provide, at no cost to the employee, the mandatory CDL physical examinations using the forms, procedures, and examination intervals as required by the Federal Motor Carrier Safety Administration and/or the State of Indiana. Such examinations will be performed by one or more appropriately-licensed medical providers designated by the school employer to provide CDL physical examinations.
- II. Employees will be responsible for scheduling and completing the required CDL physical examinations, using an employer-designated medical provider, prior to expiration of their current CDL physical certificate.

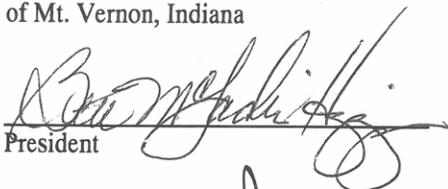
**ARTICLE XX**

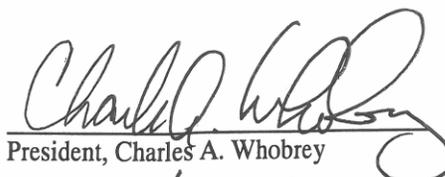
**SIGNATURES**

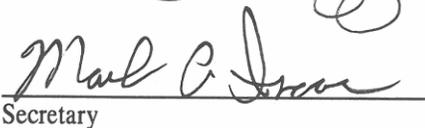
This Memorandum of Understanding is made and entered into this 16th day of January, 2017 by and between the Board of School Trustees of the Metropolitan School District of Mt. Vernon, Indiana and the Teamsters Local 215.

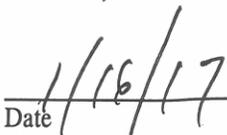
Board of School Trustees of  
the Metropolitan School District  
of Mt. Vernon, Indiana

Teamsters Local 215

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President, Charles A. Whobrey

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**METROPOLITAN SCHOOL DISTRICT  
OF MT. VERNON  
INDEX**

<b>ARTICLE I.....</b>	<b>1</b>
<u><b>RECOGNITION</b></u> .....	1
<b>ARTICLE II .....</b>	<b>1</b>
<u><b>BOARD’S RIGHTS</b></u> .....	1
<b>ARTICLE III.....</b>	<b>1</b>
<u><b>MEMBERSHIP</b></u> .....	1
<b>ARTICLE IV.....</b>	<b>2</b>
<u><b>UNION STEWARDS</b></u> .....	2
<b>ARTICLE V .....</b>	<b>2</b>
<u><b>NO STRIKE - NO LOCKOUT</b></u> .....	2
<b>ARTICLE VI.....</b>	<b>2</b>
<u><b>SENIORITY</b></u> .....	2
<b>ARTICLE VII .....</b>	<b>3</b>
<u><b>SEPARABILITY</b></u> .....	3
<b>ARTICLE VIII.....</b>	<b>3</b>
<u><b>DURATION</b></u> .....	3
<b>ARTICLE IX.....</b>	<b>3</b>
<u><b>DUES AND LOCAL CHAPTER OF D.R.I.V.E. DEDUCTION</b></u> .....	3
<u><b>DUES AND LOCAL CHAPTER OF D.R.I.V.E. DEDUCTION AUTHORIZATION</b></u> .....	4
<b>ARTICLE X .....</b>	<b>4</b>
<u><b>GRIEVANCE PROCEDURE</b></u> .....	4
<b>DEFINITIONS</b> .....	4
<b>STRUCTURE</b> .....	5
<b>PROCEDURE</b> .....	5
<b>INFORMAL GRIEVANCE</b> .....	5
<b>FORMAL GRIEVANCE</b> .....	6
<b>POWERS OF THE ADVISORY BOARD</b> .....	7
<b>MISCELLANEOUS</b> .....	8
<b>ARTICLE XI.....</b>	<b>9</b>
<u><b>HOURS OF WORK AND OVERTIME</b></u> .....	9
<b>ARTICLE XII .....</b>	<b>9</b>

<b><u>JOB VACANCIES, PROMOTIONS, AND TRANSFERS</u></b> .....	9
<b>POSTED JOB OPENINGS</b> .....	9
<b>TEMPORARY EMPLOYEE</b> .....	9
<b>RESIGNATION</b> .....	10
<b>TRANSFER</b> .....	10
<b>ARTICLE XIII</b> .....	<b>11</b>
<b><u>LEAVES OF ABSENCE</u></b> .....	11
<b>PAID LEAVES OF ABSENCE</b> .....	11
<b>LEGAL ABSENCE</b> .....	11
<b>ILLNESS, ILLNESS IN THE FAMILY, BEREAVEMENT, AND PERSONAL BUSINESS</b> .....	11
<b>NON-PAID LEAVES OF ABSENCE</b> .....	11
<b>EMERGENCY OR EXTREME HARDSHIP ABSENCE</b> .....	11
<b>LEAVE OF ABSENCE FOR PERSONAL ILLNESS OR PREGNANCY</b> .....	11
<b>MILITARY LEAVE OF ABSENCE</b> .....	12
<b>RETURN FROM LEAVE</b> .....	12
<b>FISCAL YEAR</b> .....	12
<b>ARTICLE XIV</b> .....	<b>13</b>
<b><u>WAGES</u></b> .....	13
<b>ARTICLE XV</b> .....	<b>14</b>
<b><u>DISCIPLINE AND WORK RULES</u></b> .....	14
<b>ARTICLE XVI</b> .....	<b>14</b>
<b><u>PENALTIES FOR OFFENSES</u></b> .....	14
<b><u>CLASS I OFFENSES</u></b> .....	14
<b><u>CLASS II OFFENSES</u></b> .....	15
<b><u>CLASS III OFFENSES</u></b> .....	15
<b>ARTICLE XVII</b> .....	<b>17</b>
<b><u>INSURANCE</u></b> .....	17
<b>ARTICLE XVIII</b> .....	<b>17</b>
<b><u>SCHOLARSHIP TRUST FUND</u></b> .....	17
<b>ARTICLE XIX</b> .....	<b>17</b>
<b><u>COMMERCIAL DRIVER’S LICENSE (CDL) PHYSICAL</u></b> .....	17
<b>ARTICLE XX</b> .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b><u>SIGNATURES</u></b> .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>

## **BE SURE TO GET A WITHDRAWAL CARD**

It is important to get a **WITHDRAWAL CARD** from the Local Union if you do not work any days in a given month. This applies if you terminate your employment, go on sick leave, workers compensation, leave of absence, are laid off, or for any reason you do not work. Your request should be submitted before the end of the month in which you last worked. A withdrawal card allows a member to maintain his or her membership on an inactive basis. In other words, you will not owe union dues for any months you didn't work after you obtain the withdrawal card.

You can request a withdrawal card by mail. Send **fifty cents (\$0.50)** in an envelope along with your name, social security number, where you work and the last day you worked to:

**Teamsters Local Union No. 215  
825 Walnut Street, PO Box 1040  
Evansville, IN 47706**

You may also apply for a withdrawal card in person at the above address. The business office hours are:

**Monday through Friday 7:30 a.m. to 4:30 p.m.**

In order to be eligible for a withdrawal card, your initiation fees must be paid and union dues must be paid current.

Should you have any questions, call **Teamsters Local 215 Business office: 812-424-6471.**