



# **BUS OPERATOR / BUS AIDE AGREEMENT**

**JANUARY 1, 2025 – DECEMBER 31, 2025**

Penn-Harris-Madison School Corporation  
55900 Bittersweet Road  
Mishawaka, Indiana 46545

[www.phmschools.org](http://www.phmschools.org)

## **UNION LEADERSHIP**

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Jim Anglin, Local 364 Union Representative  
Cindy Binion, Steward  
Andrea Herron, Representative  
Pat Zakrocki, Chief Steward  
Tim Williams, Representative  
Robin Gordon  
Effie DeShazier

## **MEMBERS OF THE NEGOTIATING TEAM FOR THE BOARD**

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Robert Thompson, Director of Human Resources & Spokesperson  
Aaron Leniski, Chief Operating Officer  
Thomas Keeley, Executive Director of Finance  
Brandon Tugmon, Director of Transportation  
Amy Aschenbrenner, Asst. Director of Transportation  
Robin Tharp, Asst. Director of Transportation  
Stephanie Cates, Administrative Assistant for Human Resources & Recording Secretary

## **SUPERINTENDENT**

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Jerry Thacker, Ed.D.

## **MEMBERS OF THE 2025 BOARD OF SCHOOL TRUSTEES**

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Larry Beehler  
Matt Chaffee  
Jim Garrett  
Ryan McCullough  
Chris Riley  
Clare Roach  
Dana Sullivan

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## **ARTICLE I – *PURPOSE AND RECOGNITION***

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- A.** This Agreement has been entered into by and between the parties in a mutual and voluntary effort to promote and establish sound labor relations.
- B.** The parties hereto, in accepting this Agreement, recognize and accept the mutual responsibilities of such an Agreement and will expand all efforts necessary to maintain efficient and equitable operating and working relationships.
- C.** The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classification of employees covered by this Agreement.
- D.** Participation in the Public Employees' Retirement Fund is required by statute at the time of employment with the School Corporation.

## **ARTICLE II – *DEDUCTIONS***

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The Board agrees to deduct from the paychecks of the Bus Operators/Aides who are members of the Union the dues or representation fees of such Union as to those Bus Operators/Aides who individually authorize, on forms provided by the Union and approved by the Board, that amount that will result in equal deductions provided all such deductions meet the requirements under current statute. The Union agrees to hold the Board harmless for any claims, suit, or judgment brought by the Bus Operator/Aide for said dues or fees.

## **ARTICLE III – *NON-DISCRIMINATION***

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- A.** The contents of this Agreement shall be applied to all employees eligible for representation by the Union without regard to race, creed, color, sex, age, handicap (provided one can safely and effectively perform the job), veteran status, national origin or marital status.
- B.** No rights of employees under the law shall be abridged by the Employer or the Union unless such rights are clearly defined in the contract.
- C.** No employee shall be appointed, promoted, demoted, dismissed or in any way favored or discriminated against with respect to employment because of religious opinions or affiliations, ethnic origin, race, color, sex, age or handicap condition (provided one can safely and effectively perform the job).
- D.** All reference to employees in this Agreement shall designate both sexes; wherever, the male gender is used it shall be construed to include male and female employees.

## ARTICLE IV – WAGES

- A. The Corporation will pay the 3% employee contribution for all eligible employees covered under PERF.  
*It is understood that the regular route step rates are paid “per hour” or fraction “per hour.”*

### 2025 Salary Schedule

CDL-B License 2025 Pay	
Sub Bus Operator	\$25.25
Unassigned Bus Operator (full-time work) A minimum of 4 hours	\$26.25 Flexibility up to 8 hours
Step 1	\$27.25
Step 2	\$28.25
Step 3	\$29.25

Step 1 - In January 2025, all Bus Operators currently at Step 1 will receive a pay increase to \$27.25. Those who meet the criteria for a step increase (detailed below) will advance to Step 2.

Step 2 & 3- Bus Operators must be employed for a minimum of 120 days and be absent 30 or less hours from November 1, 2023 through November 1, 2024. This does not include bereavement for immediate family as defined in Article VII (funeral leave), Section 1, e-learning days or personal business days.

**Step 2:** In January 2025, all Bus Operators at Step 2 will see their pay increase to \$28.25.

**Step 3:** *\*The preliminary language was voted on October 30, 2024, to be discussed and finalized fall of 2025.*

#### CDL-A License

\*paid for opportunities when PHM Bus Operators, which a valid CDL-A are asked to drive equipment that requires a CDL-A licensure (i.e. semi-trucks for the marching band)

CDL-A License 2025 Pay	
Step 1	\$32.25

#### B. Extra Trip Rate

1. Extra Trip Rates are “per hour” for Driving and Down Time with a minimum trip rate of \$40.00 or equal to two hours of trip pay.

2025 Trip Rate	
Regular School Day (Monday through Friday) & Summer Trips	\$20.00 per hour A flat rate minimum of \$40.00
Weekend (Friday after route through Sunday	\$2.00 per hour additive

Holiday and Recess Day Trip Rate. (Begins after routes on the school day preceding holiday/recess) Not eligible for weekend additive	\$30.00 per hour
Hybrid – Normal routes that have mandatory trips Included in their design	Paid at normal route rate Monday through Friday

2. Thirty (30) minutes will be added to each extra trip to cover fueling and cleanup.

### C. Special Trips

These trips shall be paid at a rate to be determined by the Director of Transportation, bargaining unit representatives and the driver. Wage and hour standards will be adhered to, when assigning rates.

### D. Exceptional Education Bus Paraprofessional (The following pertains to this position only)

#### 1. Wage Rate

2025 Pay Level 3 – Auxiliary Pay Scale	
Step 3	\$17.76
Step 4	\$18.34
Step 5	\$18.91
Step 6	\$19.50
Step 7	\$20.07
Step 8	\$20.66
Step 9	\$21.23
Step 10	\$21.82

2. **Life Insurance:** Individual basic life coverage for \$25,000; Accidental Death for \$25,000 - Employee cost \$1.00 per year.

3. **Long-Term Disability:** Same language as Bus Operators.

4. **Sick Leave:** One day per month or 10 days per year.

5. All other items covered in the contract language are applicable to the Special Education Bus Paraprofessional Aide.

6. The union will handle all disputes between bargaining unit employees and no such disputes will be subject to the grievance procedures as outlined in the contract. The bus operator is in charge of all issues related to the bus operation although many duties may be shared by both parties.

7. There will be a four (4) hour minimum guarantee for Special Education Bus Paraprofessionals.

### E. Paychecks

Paychecks will be directly deposited every other Friday, except when that day is a bank holiday, in which case the checks will be directly deposited on the preceding day.

### F. Bus Operator/Aides are for paid days as follows:

Driver's may use leave days on e-learning days and exhaust personal business days first.

If the Indiana Department of Education (IDOE) approves a waiver for any missed school days, Bus Operators are eligible to be paid for their normal hours for those dates.

<b>180 Days</b>	<b>Driving for Student Attendance</b>
2 hr. minimum or actual time, whichever is greater	Annual safety meeting
2 hr. minimum or actual time, whichever is greater	In-service meeting
2 hr. minimum or actual time, whichever is greater	Pre-school orientation
2 hr. minimum or AM route time, whichever is greater	Dry run

**G.** Forty-five (45) minutes per day is allowed for maintenance and is to be added to each bus operator's total daily route time.

\*See Attachment III for expectations

**H.** Primary consideration will be given to contracted bus operators for extra work; however, assignments of extra work will be solely at the discretion of the Director of Transportation.

1. A bus operator/aide who drives more than the established student days on our calendar will be compensated at a minimum of 2 hours.
2. Any additional meetings will be paid at a minimum of 1 hour. Attendance at any voluntary staff development or voluntary in-service meetings shall be unpaid.
3. Random drug tests will be paid by corporation and will match the trip rate. Time spent over one hour shall be paid in one-half hour increments.
4. Viewing bus tapes/videos for stop arm violations shall pay a minimum of one-half hour at the hourly rate of pay; or time spent for beyond the one-half hour minimum. All other video viewing should be by administrator request.

**I.** Bus Operators may be offered additional voluntary opportunity for continuing education which shall be considered uncompensated time.

**J. There is a (4) four-hour guarantee for all bus operators.**

Bus operators that have routes that are under 4 hours must work additional time to extend their AM or PM routes permanently when requested. If a driver refuses to work additional time they will be required to sign the appropriate form and will immediately begin getting paid for the actual route time (not the 4 hour guarantee). The time added is not to exceed 4.5 hours per day. If the permanent extra work assignment would exceed 4.5 hours per day, the extra work assignment will be posted for all bus operators to bid on. Award of postings would follow the Route Posting Assignment procedure.

**K.** A two-hour minimum at driver's regular hourly rate will be paid for mid-day routes. Paid time begins ten minutes prior to student dismissal. Mid-days selected at route pick in August will be guaranteed in 9 week increments.

**L. Physical Exams and Fees**

The School Board shall continue to furnish physical exams under the current charges and arrangements. Liability insurance shall be provided in accordance with the law and Board policy.

**M. Salary**

Salary is defined as hourly wages provided on the regular route.

**N. Summer Degreasing/Waxing and Extra Summer Work (i.e. cleaning buses other than your own)**

To be paid by matching summer work rate with a range of \$14.00-\$20.00 per hour.

**O. New Bus Operator Training Stipend**

New Bus Operators that have been trained by Penn-Harris-Madison School Corporation will received a stipend of \$300 six (6) months after receiving their CDL license if they remain in good standing.

**P. Perfect Attendance**

Employees who have perfect attendance (no sick leave, personal business leave, family illness leave, maternity leave, general leave, uncompensated family leave, LTD or Worker's Compensation) for one school year (student

first day through the student last day per the school board approved calendar) shall receive a \$200 bonus upon request. This does not include bereavement for immediate family as defined in Article VII, Section 1 Funeral Leave.

**Q. Referral Bonus**

A current driver will receive a \$500 bonus for referral of a new hire. The bonus will be paid after 60 days of driving by the new driver.

**R. Longevity Pay**

In recognition of services rendered, the Penn-Harris-Madison School Corporation will pay a one-time bonus to employees when they complete on of the anniversary dates (original hire dates) as listed:

- 5 years \$100
- 10 years \$200
- 15 years \$300
- 20 years \$500
- 25 years \$600
- 30 years \$700
- 35 years \$800
- 40 years \$900

**S. Two-Hour Delays**

All Bus Operators, aides, and substitutes who work a full day on a 2-hour delay will be compensated an additional 2 hours.

## **ARTICLE V – INSURANCE**

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**A. Comprehensive Major Medical**

The Board of School Trustees will provide to eligible employees on a voluntary basis a medical insurance program. Following are the required annual employee contributions. Employee's will see a modest 5% increase to their contribution levels.

Starting January 1, 2025, PHM will contribute the following to a Health Savings Account for any Bus Operator or Bus Aide electing Plan C medical:

PHM Contributions to Employee		
HSA	Single	\$270 annually
	Family	\$540 annually

Employees who were eligible for insurance prior to 2006 and enrolled prior to 2012:

2025 Contributions Grandfathered Employees (20-40 hrs. per week)		
Plan A	Single	\$1,426
	Family	\$4,062
Plan B	Single	\$227
	Family	\$853
Plan C	Single	\$175
	Family	\$736



The following are required annual contributions to the medical insurance plans offered for employees currently working twenty to thirty-nine hours or more per week.

<b>2025 Contributions</b>		
<b>Employees Enrolled after 1-1-2012 (30+ hrs. per week)</b>		
Plan A	Single	\$1,901
	Family	\$5,077
Plan B	Single	\$1,661
	Family	\$4,435
Plan C	Single	\$1,210
	Family	\$3,231

<b>2025 Contributions</b>		
<b>Employees Enrolled after 1-1-2012 (20-29 hrs. per week)</b>		
Plan A	Single	\$4,753
	Family	\$12,692
Plan B	Single	\$4,153
	Family	\$11,088
Plan C	Single	\$3,560
	Family	\$9,504

Those specifically named employees on Attachment I who represent employees who are eligible for medical insurance as of January 1, 2006, will be considered a grandfathered employee.

Employees' hours including the key-to-key calculation and the 4-hour guarantee will be used in determining insurance health eligibility consistent with the following examples:

1. If based on route pick, a Bus Operator/Aide becomes eligible for insurance with PHM for the first time, insurance will be offered effective the first day of the month following the date of hire.
2. Premiums will be adjusted based on the number of hours the operator is working, effective the first payroll following October 15<sup>th</sup> & February 15<sup>th</sup>.
3. If a Bus Operator/Aide had been eligible for insurance in a previous year but declined coverage and they remain eligible for coverage they will be given an opportunity to enroll in insurance via PHM's open enrollment.
4. Bus Operators in the Unassigned Bus Operator group will pay the insurance rates equivalent to employee who work 20-29 hours.
5. Two eligible employees married to each other without dependent children each pay the Single Plan contribution. Two eligible employees married to each other with dependent children pay one Family contribution.

**B. Dental Benefits:** Dental Benefits will be made available, on a voluntary basis, to those employees who also qualify for Comprehensive Major Medical Coverage.

<b>2025 Contributions</b>	
Single	\$0
Employee + Spouse	\$277
Employee + Children	\$380
Employee + Family	\$583

**C. Vision Benefits:** Vision Benefits will be made available, on a voluntary basis, to those employees who also qualify for Comprehensive Major Medical Coverage.

2025 Contributions	
Single	\$38.10
Employee + Spouse	\$76.14
Employee + Children	\$85.38
Employee + Family	\$134.40

**D. Term Life Insurance**

All employees hired must work 30 or more hours per week to be eligible for Basic Life Insurance, \$25,000 (\$25,000 Accidental Death) by paying \$1.00 of the annual premium. Employees who are currently covered under the Term Life Insurance language currently in effect will be “grandfathered”; i.e. their current coverage will remain unchanged (See Attachment II). At the attainment of age 65, the program will be in accordance with the Corporation insurance carrier’s policy which provides that if you have reached age 65, but not age 70, your amount of insurance will be 65% of the amount of coverage prior to age 65. If you have reached age 70 or more, your amount of insurance will be 50% of the amount of coverage prior to age 65.

**E. Long-Term Disability**

Effective November 1, 2006, all employees must work 30 or more hours per week to be eligible for Long Term Disability (LTD) insurance by paying \$1.00 of the annual premium. Employees who are currently covered under the LTD language in effect will be “grandfathered”; i.e. their coverage will remain unchanged (see Attachment II). A disability incurred at age 61 will be in accordance with the Corporation insurance carrier’s policy.

**F. Effective January 1, 2011, benefits continuation during leaves of absence for employees currently on extended medical leaves as described below or employees who go on any extended medical leave in the future will be governed by the following provisions:**

1. “Benefits” covered by this provision include medical, life and Long Term Disability coverage.
2. “Benefits” coverage will be continued for employees on extended leaves (Medical Leave, Maternity Leave, Parental Leave, leave for care of child, spouse, or parent with a serious health condition as defined in the Family Medical Leave Act Leave (FMLA), Workers Compensation (minimum of 10 days before FMLA), and/or Long term Disability) for the greater of:
  - a. 12 weeks with board approval leave as defined above, or
  - b. the duration of time that the employee remains in PHM pay status after review and determination by the HR Director,
  - c. except in those situations where the employee’s disability is such that it can be expected to last for a continuous period of more than one (1) year and the employee has applied for and been approved for Social Security Disability, in which case benefits will be continued until the effective date that the employee is eligible, qualified and receiving Medicare.

**G. Any changes in the basic insurance program of the Corporation during the term of this Agreement will be offered to the members of this bargaining unit.**

**H. An employee upon retirement may continue to be a member of the group health insurance program until age 65 or eligible for Medicare, whichever is first provided he/she pays the entire cost of the premium in advance on at least a monthly basis.**

**I. All employees and spouses not currently enrolled in the medical insurance program, as of the date of this Agreement, and all future hires will be covered by a spousal carve-out provision at such time as they become eligible for and elect coverage under the medical insurance program. This provision will be implemented effective January 1, 2009.**

**J. The corporation will offer each employee the opportunity to enroll in a Section 125 Plan. Participants who opt into the program will pay the monthly fee associated with the plan.**

- K.** The bus operators agree to continued commitment to the Insurance Committee to study costs of the program and suggest possible changes with the intent of cost control and continued quality of coverage.

**L. Insurance Committee**

The PHM Insurance Committee shall consist of representatives chosen from the Education Services Personnel, Custodians, Bus Operators, Food Service and Maintenance Group, the Teachers Association and PHM Administration. This committee will meet regularly, at least twice a year, unless it is agreed that a meeting is not necessary. Among the topics that will be discussed will be the actual and projected claims experience versus expected, general health insurance trends and developments in the market place, and suggestions as to changes that should be pursued to better address ways to improve the wellness of plan participants and better manage the claims costs of the covered population.

**The Administration will seek the input of committee members, explore alternative solutions and engage in discussions on the various options before making and implementing any final decision.**

## **ARTICLE VI – *SICK LEAVE/FAMILY ILLNESS***

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- A.** Sick leave will be granted at the rate of one day per working month for a total of 10 days granted per year. Until granted, these sick days are not available for use by an employee. Once granted, these sick days become part of the accumulated employee's sick bank with unlimited accumulation. An employee may be required to furnish a physician's statement concerning said illness.
- B.** Upon written request, a medical leave of absence may be granted by the Board for up to a maximum of one (1) year.
- C.** Upon death of an employee, while employed by Penn-Harris-Madison School Corporation, the balance of unused sick leave shall be paid to the estate.
- D.** \*Bus Operators with at least 240 hours of sick time at the beginning of the year before the 12 new personal business and sick days are added will be eligible upon request to receive Ten Dollars per hour (\$10.00) for each of those unused sick day(s) that school year provided they have not used more than five (5) personal business/sick days during that school year. Paid hours will be deducted upon payment.

\*This is a one year pilot January 1 – December 31, 2025

## **ARTICLE VII – *ABSENCES AND LEAVES***

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**A. Bereavement and Leave**

- 1.** Death in the immediate family: up to five (5) work days of leave are granted for the death in the immediate family with no loss of pay. Immediate family is defined for the purpose of this article as: father, mother, step-father, stepmother, foster parents, brother, sister, spouse, child, step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparents of employee only, foster children living in employee's household.
- 2.** Up to three (3) work days of leave are allowed in cases of death of grandparents of spouse, aunt, uncle, niece, nephew, and foster children not living in the employee's household with no loss of pay for the employee. In addition, time not to exceed one (1) work day may be granted for funerals of other than members of the immediate family except in the case of staff members where a disruption in school could occur because of large numbers of persons requesting to attend the funeral.
- 3.** Days of absence for bereavement leave to begin following the last day worked.

4. When the need seems imperative, additional bereavement days may be granted on the approval of the Director of Human Resources.

#### **A. Personal Business**

1. Two (2) personal business days per year non-accumulative may be used for personal business. Personal business days cannot be used to extend recess days or breaks.
2. Unused personal business days will be added to the employee's accumulated sick leave.
3. Personal business days will be available no later than October 1.

#### **B. Maternity Leave:** Any employee who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sickness and by the following:

1. Any employee who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the employee shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician.
2. All or any portion of leave taken by an employee because of a temporary disability caused by pregnancy will be charged to her available sick leave. After her available sick leave has been used, the employee may be absent without pay, subject to subsection a. of this Section. This leave may be taken without jeopardy to reemployment, retirement and salary benefits, tenure and seniority rights.

#### **C. Jury Duty**

1. Any School Corporation personnel serving on jury duty or subpoenaed as a witness at a trial, will receive his regular earnings less the amount he received for serving as a juror or witness. The Board shall not deprive an employee of his employment or employment benefits, or threaten him in his employment because the employee received a summons, responds thereto, serves as a juror, or attends court for prospective jury service.
2. **Appearance in Court:** Any employee not a party to the proceeding who is required by subpoena to appear and testify at any court proceeding or hearing, shall be entitled to regular salary for up, but not to exceed, five (5) days per year unless said employee is personally charged with a violation of the law. A copy of the subpoena shall be provided to the Director.

#### **D. Religious Observance Day**

One day of leave per year shall be granted upon request to an operator, who is a member of a nationally recognized body, for the celebration of a religious holiday when the ritual or observance is required of all its members by a nationally recognized religious body and such observance mandates time during the regular school day.

#### **E. Emergency Leave**

1. A maximum of two (2) days emergency leave per year, non- accumulative, is available upon request to the Director of Human Resources.

The term "emergency" when used in this agreement shall mean a condition or occurrence which is serious, could not reasonably have been anticipated and which requires the immediate attention of the employee.

## **ARTICLE VIII – *WORKER’S COMPENSATION***

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A. Employees of the Corporation are covered by Indiana Worker’s Compensation for on-the-job injuries. Compensation is provided under three categories:

1. Medical costs as a result of such an injury.
2. Compensation for loss of, or permanent impairment of, a part or parts of the body.
3. Loss of employment due to such injuries. In this case, the employee is covered by Board sick leave regulations and the Worker’s Compensation Law.
4. Loss of employment due to such injuries. In this case, the employee is covered by board sick leave regulations and Worker’s compensation law. There is a seven (7) day waiting period before such compensation payments are issued. Sick leave used will be charged against the employee’s sick leave accumulation only for that part of the absence for which corporation funds are used to compensate the employee the difference between their worker’s compensation pay (2/3 of regular pay) and regular pay.

B. In the event an employee is absent due to an injury sustained on the school premises as a result of an unprovoked assault by an employee or outsider which is determined to be compensable under Worker’s Compensation laws, the employee will receive:

1. Full salary for the first seven (7) school days of absence.
2. The difference between the daily rate paid through Worker’s Compensation and the employee’s daily salary for a period of sixty (60) school days including the first seven (7) school days of absence.
3. Absence for the sixty (60) school days described above will not be charged against employee’s sick leave.
4. The need for absence during any of the first seven (7) school days must be validated by the employee’s physician. In the event that Worker’s Compensation is to be used it shall be the responsibility of the employee to follow all of the established procedures for applying for Worker’s Compensation.
5. Time for appearance before a judicial body or legal authority as a result of assault by a student or outsider will not result in loss of wages or in a reduction of accumulated sick leave of the employee.

## **ARTICLE IX – *STATE AND FEDERAL LAWS***

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All negotiated items must conform to the State and Federal laws which apply to the Penn-Harris-Madison School Corporation and its employees. Differences in interpretation of any negotiated items may be discussed by a representative of the School Board and the employee and his Union representative.

## **ARTICLE X – *SEVERANCE PAY***

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- A. Bus Operators employed on January 1, 2003, will have the value of their retirement under the old severance plan calculated as if they were retiring on that date. That pool of dollars, called “catch up” will be frozen and rolled into the driver’s 401A account (in addition to the 2% provision) over a period of five years subject to IRS maximums. Sick days in the individual driver’s bank will remain available for use by the driver and will continue to accumulate. Should a driver leave P-H-M employment prior to all of the catch up funds being rolled over, that driver will receive the balance in cash.
- B. Vesting in the program will be five years. Current Bus Operators who already have five years are fully vested. Others will be vested upon completing their fifth year of service with the corporation. A vested driver owns the account upon leaving the employment of P-H-M.
- C. Presentations with annuity firms will be set up for Bus Operators who will be asked to declare with which company.
- D. All new hires will not participate in the Corporation’s 401(a) Annuity Plan.

## **ARTICLE XI – *GRIEVANCE PROCEDURE***

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- A. **Definition:** A grievance shall mean a complaint by an employee of a violation, misinterpretation or inequitable application of this Agreement between Teamsters Local 364 and the School Corporation.
- B. **Procedure:** The employee who feels he has a grievance shall approach the immediate supervisor with his complaint within fifteen (15) working days following the act or condition giving rise to the complaint. The immediate supervisor shall attempt to resolve the matter.
- C. If this fails to resolve the grievance, the employee may file a formal grievance in writing by specifying the section of the Agreement he alleges is violated, the events which caused the alleged violation and the remedy he seeks. The written grievance shall be filed within twenty (20) working days following the act or condition which is the basis of the grievance. The grievant shall state the nature of the grievance and the relief sought.
- D. Within five (5) working days of receipt of the written grievance, the immediate supervisor shall arrange a conference with the view of satisfactorily resolving the grievance. At the time of the conference, the employee may appear personally or he may be represented by the Union representative, or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine.
- E. Within ten (10) working days after such conference, or longer if mutually agreed to, the immediate supervisor shall answer such grievance in writing.
- F. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the immediate supervisor’s decision is final.
- G. If the grievance is not settled at Level One, it may be appealed to the Superintendent by filing a written notice with him stating the grounds for the appeal. A meeting with the Superintendent or his designee shall be held within fifteen (15) days following the receipt of such notice and the Superintendent shall promptly notify the grievant and the Union of the date, the time, and the place where such appeal shall be heard. The employee may select two other Penn-Harris-Madison School Corporation employees plus a representative of the Teamsters Union. His written decision shall be transmitted to the grievant and the Union within fifteen (15) days after the hearing.

- H.** The Superintendent's decision shall be final and binding unless appealed to the next step within twenty (20) working days.
- I.** Only grievances based on alleged violation, misinterpretation, or inequitable application of specific provisions of this Agreement may be submitted to arbitration. The matters to be arbitrated shall be submitted using one arbitrator for a grievance as follows:

  - a.** Within the twenty (20) working days referred to above, the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the dispute to be arbitrated.
  - b.** Within five (5) days the party shall ask the F.M.C.S. to immediately submit a full panel of arbitrators. The parties shall alternately strike arbitrators until one person is left, and that person shall be the arbitrator.
- J.** The Board and the Union agree that neither party shall be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party.
- K.** The arbitration proceeding shall be in accordance with rules of the Federal Mediation and Conciliation Service. The arbitrator shall set forth his findings and conclusions on the issues submitted. The arbitrator's award shall be binding on both parties.
- L.** The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Board of Arbitration in the same manner as other collective bargaining agreements. The function and purpose of the Board of Arbitration is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Board of Arbitration shall, therefore, not have authority, nor shall it consider its function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Board of Arbitration shall not give any decision which in practical or actual effect modifies, revises, detracts from, or adds to, any of the terms or provisions of this Agreement. Past practices of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or detraction) of written terms of this Agreement. The Arbitrator has no obligation or function to render a decision because in his opinion it is unfair or inequitable. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.
- M.** If either party shall claim before the arbitrators that a particular grievance fails to meet the test of arbitrability, as the same are set forth in this Grievance Procedure, the arbitrators shall proceed to decide such issues before proceeding to hear the case upon the merits. The arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which jurisdictional question is presented. In any case, where the arbitrator determines that such grievance fails to meet said test of arbitrability, he shall refer the case back to the parties without a recommendation on the merits.
- N.** Unless expressly agreed to by the parties, in writing, the Arbitrator is limited to hearing one issue or grievance upon its merits at any one hearing. A separate Arbitrator shall be constituted for each grievance appealed to arbitration.
- O.** The fees and expenses of the third impartial arbitrator, cost of transcript (if one is requested by the Board of Arbitration), and cost of the hearing room shall be borne equally by the parties. All other expenses incurred shall be paid by the party incurring them.
- P.** No grievance alleging discrimination under the nondiscrimination article of this Agreement shall be appealed to arbitration unless the grieving party shall execute a knowing intelligent and voluntary waiver of the grieving party's right to file charges with any federal, state or local agency or any federal, state or local court with respect to said grievance. If the grieving party does not choose to execute such a waiver, the grievance request for

arbitration shall be denied and the last decision given by the Employer under the grievance procedure shall be final.

## **ARTICLE XII – PAID HOLIDAYS**

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### **A. Paid Holidays**

Labor Day	1 Day
Thanksgiving Day	1 Day
Day After Thanksgiving	1 Day
Christmas Day	1 Day
New Year's Day	1 Day
Martin Luther King, Jr. Day	1 Day
Presidents' Day	1 Day
Memorial Day	1 Day

### **Weekend Holidays:**

When a holiday falls on a weekend, holidays occurring on a Saturday will be observed on the preceding Friday, and holidays falling on a Sunday will be observed on the following Monday.

- B.** In order to receive pay for the holidays listed in Section 1. of this Article an employee must work their scheduled hours on the day before and the day after each holiday unless the employee presents upon return to work medical documentation excusing them for that day.
- C.** Doctor's notes will not be required for sick days taken before/after an unpaid recess day.

## **ARTICLE XIII – CONTRACT ADMINISTRATION FEE**

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- A.** No bargaining unit employee shall be required to become a member of the union as a condition of employment or continued employment, and the parties agree that there shall be no discrimination by either the Employer or the Union against any unit employee because of membership or non-membership in the Union.
- B.** The Employer acknowledges the Union's claim that since it has a duty to represent all bargaining unit employees that all members of the bargaining unit have an obligation to pay a collective bargaining contract administration fee. The collective bargaining contract administration fee shall in no event exceed the monthly dues assessment of union members. The Union further agrees that no portion of unit employees' union dues or service fee assessments shall be used or expended for the support of the political candidates for public office.
- C.** The Employer shall deduct from the pay due all employees in the bargaining unit covered by this Agreement fees in eighteen (18) equal installments from the payroll of each person who submits an authorization form pursuant to Article II - Deductions. The Board shall inform the Union of all members of the bargaining unit who were sent payroll deduction forms, who refuse to sign an authorization form or who revoke an executed form.
- D.** The Union, on its own and not in behalf of the Board, may take such action as it deems appropriate to collect its representation fee from those persons who refuse to authorize payroll deduction for or who otherwise refuse to pay the representation fee.



- E. The Union hereby agrees to indemnify the Board and hold it harmless against any and all claims, demands, suits or other forms of liability that should arise out of or by reason of this Article.
- F. Any individual or group of individuals in the employee group who take a work stoppage, slow-down or job action against the Corporation shall be subject to immediate termination and the recognition of the Union as the exclusive agent shall be withdrawn by the Board.

## **ARTICLE XIV – *TENURE OF AGREEMENT***

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- A. The parties will discuss other language revisions excluding those involving wages and benefits, as set forth in the Agreement.
- B. This Agreement is Amended and entered into at Osceola, Indiana on this 11<sup>th</sup> day of November, by and between the Board of School Trustees of the Penn-Harris-Madison School Corporation and the Chauffeurs, Teamsters and Helpers Union Local #364 representing Bus Operators employed by the School Corporation.
- C. This agreement shall be in full force and effect through December 31, 2025, and shall not be extended orally without the mutual consent of the parties. The parties agree to reopen negotiations on or about October 1<sup>st</sup>, 2025, for the purpose of negotiating a new labor agreement with the understanding that future agreements shall include only wages and wage-related benefits (medical, life, disability, sickness, retirement benefits, paid time off). In the event that the corporation includes items in other employee agreements other than wage and wage-related benefits, such items could be discussable.
- D. This agreement is so attested to by the parties where signatures appear below.

\_\_\_\_\_  
Christopher Riley, President  
Board of School Trustees  
Penn-Harris Madison School Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert R. Warnock, ID, President  
Chauffeurs, Teamsters and Helpers Union Local #36

\_\_\_\_\_  
Date

## ATTACHMENT I – HEALTH INSURANCE

HOURS	OPERATOR / BUS AIDE NAME	HOURS AS OF 10/31/2005	HOURS	OPERATOR / BUS AIDE NAME	HOURS AS OF 10/31/2005
4.4	Anthony, Debra	20-29	4.7	Perry, Lesley	20-29
4.7	Binion, Cindy	20-29	4.0	Sobecki, Paula	20-29
4.6	Buzalski, Sheila	20-29	5.4	Stanton, Laurie	20-29
5.0	Davis, Darlene	20-29	4.4	Stock, Melanie	20-29
4.3	Denniston, Jennifer	20-29	4.6	Verduin, Cynthia	20-29
4.3	Green, Kathy	20-29	4.4	Verduin, Susan	20-29
4.4	Kelly, LoriAnn	20-29		Wagoner, Elizabeth	20-29
4.8	Mow, Regina	20-29		Zakrocki, Patricia	20-29

## ATTACHMENT II – LONG-TERM DISABILITY AND LIFE INSURANCE

Debra Anthony	Lesley Perry
Cindy Binion	Paula Sobecki
Sheila Buzalski	Laurie Stanton
Darlene Davis	Cynthia Verduin
Jennifer Denniston	Susan Verduin
Kathy Green	Elizabeth Wagoner
LoriAnn Kelly	Patricia Zakrocki
Regina Mow	

## ATTACHMENT III - PHM DAILY ROUTE AND TRIP MAINTENANCE EXPECTATIONS

PHM Bus Operators are paid to ensure the bus is safe and well-maintained for daily operations. These expectations apply to all bus operators whether they park at the PHM Transportation Center or at home. By performing these tasks consistently, a Bus Operator ensures that the school bus remains in safe, reliable working conditions for students and staff. **This is PHM Excellence!**

PHM Transportation will perform quality assurance inspections. Bus operators not performing these tasks daily will be subject to disciplinary action.

**Daily Route Pay:** 45 minutes daily

**Trip Pay:** 30 minutes (per trip)

### 1. State Mandated Daily Pre-Trip Inspections

Bus Operators should perform thorough pre-trip inspections before every shift to identify potential issues. This includes:

- **Exterior Inspection:** Check tires, mirrors, lights, wipers, windows, and body for damage or defects.
- **Interior Inspection:** Ensure seats are secure, emergency exits are operational, and the floor is clear of obstructions.
- **Lights & Signals:** Test headlights, brake lights, turn signals, hazard lights, emergency flashers, stop arm, strobe, and WARNING SIGNAL SYSTEM-AMBERS/RED
- **Brakes & Steering:** Test brake function and steering to ensure smooth operation.

- **Mirrors:** Adjust and clean mirrors for maximum visibility.
- **Fluid Levels:** Check oil, coolant, brake fluid, and washer fluid levels.

## 2. Post-Trip Inspections

After each trip, the Bus Operator should:

- Walk through the bus to ensure no students, belongings, or items are left behind.
- Check for any new mechanical issues, damage, or spills that may have occurred during the trip.
- Engine Block Heaters: During the winter months when temperatures fall below freezing, all buses must be plugged in overnight daily.

## 3. Regular Cleaning

Our buses are a source of pride in the community, please keep them clean and looking presentable. To maintain a hygienic and comfortable environment, the bus driver should:

- **Sweep floors** and remove any debris after each shift.
- **Wipe down seats** and high-touch surfaces regularly to reduce germs.
- Ensure **windows and mirrors** are clean to maintain good visibility.
- Buses should be run through the **bus wash at a minimum once per week**.

## 4. Reporting Issues

Bus Operators should immediately report any mechanical issues or maintenance needs (e.g., malfunctioning brakes, lights, or engine problems) to the mechanic team. Prompt reporting ensures repairs are made before the bus is operated again.

If your assigned bus is used for a trip by a bus operator other than you, please report any issues with the condition it was left to administration.

## 5. Monitor Fuel Levels

The Bus Operator should regularly check fuel levels and refuel when necessary to ensure enough fuel for the route. PHM expects that there will never be less than one-half ( $\frac{1}{2}$ ) tank of fuel.

\*Thomas buses with full air-conditioning (passenger and driver) are expected to be filled after your route on Friday. These buses are assigned for weekend trips.

6. Safety Equipment Check Bus Operators must ensure that all safety equipment, such as the first aid kit, fire extinguisher, and emergency triangles, is present, properly stored, and in working condition.

## 7. Compliance with Maintenance Schedules

Bus Operators should work with mechanics to ensure the assigned bus adheres to routine maintenance schedules, such as oil changes, brake inspections, and engine tune-ups, in line with district or state regulations.

# Pre-Trip Inspection Referral Sheet ✓

Engine Compartme		Front /Rear Wheels		Fuel		Wheelchair Units	
Oil Level		Rims		Door		Door	
Coolant/Radiator Level		Hub/Oil Seal		Tank Secure		Lift	
Power Steering Fluid		Tires		Leaking		Buzzer	
Washer Fluid		Lug Nuts				Restraints	
Water Pump		Axle Seal		<b>Exhaust</b>			
Alternator				Leaks		<b>After Starting Bus</b>	
Air Compressor		<b>Front of Bus</b>		Hangers		Air Brake Test 3PSI in 1 minute	
		Steering		Clamps		AMP/Volt Meter	
<b>Front/Rear Suspension</b>		Box				Oil Pressure	
Springs		Steering		<b>Lighting/Cameras</b>		Parking Brake	
Spring Mounts		Linkage		All outside lights		Mirrors	
Shocks		Fluid Leaks		Stop Arm Lights		Windshield	
				Cross Arm		Windshield Wipers	
<b>Front/Rear Brakes</b>		<b>Front/Rear Suspension</b>		Seat Damage		Washer Fluid	
Slack Adjuster / Caliper		Springs		Emergency Doors/Windows/Roof		Lights	
Chamber		Spring Mounts				Horn	
Hoses		Shocks				Heat/Defrost	
<b>Compare Mileage to the Sticker - Is Service Required? Notify the mechanic 500 miles before due</b>						Safety/ Emergency Kit	
						Radio	