

COLLECTIVE BARGAINING AGREEMENT

between

MONROE COUNTY COMMUNITY SCHOOL CORPORATION

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

(AFSCME) LOCAL 3995

Effective

January 1, 2005 - December 31, 2006

Classifications

- Custodians**
- Maintenance**
- Food Service**

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AGREEMENT

ARTICLE 1 - INTRODUCTION

- 1.1 This AGREEMENT is made and entered into by and between the BOARD OF SCHOOL TRUSTEES of the MONROE COUNTY COMMUNITY SCHOOL CORPORATION, hereinafter referred to as "SCHOOLS", and Local 3995, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFL/CIO), hereinafter referred to as "UNION". This AGREEMENT supersedes all prior agreements both written and oral between said parties.
- 1.2 As used in this AGREEMENT, the terms "UNION" and "SCHOOLS" shall include authorized officers, representatives, and agents.

ARTICLE 2 - INTENT AND PURPOSE

- 2.1 The parties to this AGREEMENT recognize:
- a. that the intent and purpose of this AGREEMENT is:
 - (1) to promote orderly and constructive relationships between the employer (SCHOOLS) and the employees (UNION);
 - (2) to keep paramount the right of the citizens of the State of Indiana to keep inviolate the guarantees of their health, safety, and welfare and the uninterrupted operation and functions of the schools;
 - (3) to establish procedures to provide for the protection of the rights of the employees (UNION), the employer (SCHOOLS), and the public at large;
 - b. that no part of this AGREEMENT supersedes or invalidates any existing federal or state statute in whole or in part;
 - c. their separate obligation and right to bargain collectively on matters relating to wages, salaries, hours, and wage-related fringe benefits including the execution of a written contract incorporating those items which have been bargained collectively. Such contract may not include provisions in conflict with any right or benefit established by federal or state statute.
- 2.2 It shall be the intent of this AGREEMENT to provide for the implementation of the provisions of all existing state statutes relating to the process of collective bargaining. Any provisions of this AGREEMENT which are in conflict with existing state statutes will not affect the remainder of the AGREEMENT.

ARTICLE 3 - RECOGNITION

- 3.1 SCHOOLS recognize the UNION as the exclusive bargaining agent for a unit consisting of the following employee groups:
- Custodian – D-1, D-2, D-3, D-4

- Maintenance – Class A
- Food Service – Cook I, Cook II, Assistant Supervisor, Food Service Supervisor I, Food

Service Supervisor II

* Corporation Bus Drivers and Bus Monitors – On September 29, 2005, Bus Drivers and Bus Monitors voted to be represented by AFSCME Local 3995. Although specific contract language has not been determined, these employees are officially members of AFSCME bargaining unit.

- 3.2 The UNION recognizes that SCHOOLS is a public body established under and with powers provided by the State of Indiana. Nothing contained herein shall be interpreted as abrogating the rights, responsibilities, and authority of SCHOOLS under any applicable law or regulation, governing but not promulgated by SCHOOLS.

ARTICLE 4 - NEGOTIATION TIMETABLE

- 4.1 Negotiations shall be initiated upon a written request from SCHOOLS or UNION and shall be carried out under the provisions of this AGREEMENT.
- 4.2 Negotiations sessions shall be held Monday through Friday between 9:00 a.m. and 4:00 p.m.
- 4.3 Within five (5) days after the parties reach agreement, the AGREEMENT will be reduced to writing and upon ratification of the Board of School Trustees will become a part of the official minutes of the Board. Two (2) copies will be prepared and signed by the President of the Union, members of the Union Negotiations Committee, the Union Spokesman, the Superintendent of Schools, and the School Spokesman.

The signed AGREEMENT shall constitute the official basis for continuing relationships between both parties.

ARTICLE 5 - RIGHTS AND RESPONSIBILITIES (SCHOOLS)

- 5.1 SCHOOLS shall have the responsibility and authority to manage and direct in behalf of the public the operations and activities of its affairs to the full extent authorized by law. Such responsibilities and activities shall include but not be limited to the following:
- a. the right to supervise, direct, and distribute all work forces and the making of work assignments rests solely and exclusively with SCHOOLS;
 - b. the right to develop and establish policy;
 - c. the sole and exclusive right to select and hire employees and to suspend, promote, demote, transfer, discipline, lay off, or discharge employees with documented reasonable cause, or to relieve them from duty in accordance with current MCCSC Policy and Guidelines, and to maintain discipline and efficiency among its employees.

A reprimand, warning, or disciplining of an employee is defined as an action which is taken by a supervisor with the intent of correcting unsatisfactory performance of the employee. A request by the supervisor for service normally expected shall not be

interpreted by the employee as a reprimand, warning, or disciplining;

- d. the right to make and apply rules and regulations as SCHOOLS deem advisable for the conduct of its operations but the same shall not be contrary to or inconsistent with any provision of this AGREEMENT;
- e. the right to introduce new and improved methods or facilities, or to change existing methods or facilities providing that nothing shall be used for the purposes of discrimination against employees because of membership in our lawful activity on behalf of the UNION.

5.2 SCHOOLS reserve the right to contract with individuals, or corporations, other than the employees of the school corporation for various jobs, projects, goods, and/or services in regard to the areas of custodial, maintenance and food service. It is not the intent of this section to eliminate any jobs of those employees covered by this AGREEMENT.

5.3 Except as provided in this AGREEMENT, nothing shall be deemed to limit SCHOOLS in any way in its exercise of the regular and customary functions of management.

ARTICLE 6 - RIGHTS AND RESPONSIBILITIES (UNION)

6.1 Employees covered by this AGREEMENT shall have the right to form, join, or assist employee organizations, to participate in collective bargaining with SCHOOLS through representatives of their own choosing and to engage in other legal activities, individually or in concert, for the purpose of establishing, maintaining, or improving terms and conditions of employment as outlined in Article 2, 2.1.c.

6.2 The UNION and its representatives shall have the right to use school buildings as specified in current MCCSC Policy and Guidelines.

6.3 The UNION may provide and exclusively utilize a bulletin board located in each unit within an area normally accessible to employees for the purpose of posting UNION notices.

6.4 This AGREEMENT is in no way intended to take away the right of individual employees to present views to and discuss with the employer (SCHOOLS) on matters affecting his person. Further, no discrimination by the employer or by the union against any employee regardless of membership or non-membership in the UNION shall result from this AGREEMENT or its execution or enforcement.

6.5 Membership in the UNION shall in no way constitute a condition for initial hiring or continuance of employment.

6.6 UNION shall furnish SCHOOLS a list of stewards and their assigned work unit and shall keep the list current at all times.

ARTICLE 7 - UNION ACTIVITIES

7.1 Scheduled work time shall not be used to carry out UNION functions except as outlined under ARTICLE 11 - Grievance Procedure, Section 11.5 entitled "Appearance and Representation", ARTICLE 12 - Labor Management Committee, Section 12.4, entitled "Hours", and ARTICLE 4,

Section 4.2 "Negotiations Time Table."

- 7.2 The UNION and the SCHOOLS agree to work with each other within the SCHOOLS' established process for policy development.
- 7.3. a. New employee orientations will be established on a monthly basis, or additionally as needed.
The local president or designee shall be granted one-half hour, as a participant to discuss AFSCME at the conclusion of the orientation.
- b. Schools will notify local AFSCME President on the start date of all new bargaining unit employees within five (5) days of their hire date.

ARTICLE 8 - DUES DEDUCTION

- 8.1 Employees may voluntarily submit to the SCHOOLS, either individually or through the UNION, dues deduction authorization forms authorizing the SCHOOLS to deduct annual dues of the UNION from their salary. These deductions shall be made on a continual basis until withdrawn in writing and the amount so deducted remitted to the Union according to the following conditions:
- a. Deduction authorization is only for full school year's dues;
- b. Amounts collected shall be remitted to the UNION twice per month;
- c. Withdrawal of dues deduction authorizations for the succeeding school year shall be in writing and must be submitted to the Business Office prior to September 1;
- d. UNION shall certify the amount of the dues by August 25.
- 8.2 UNION agrees to hold SCHOOLS and its agents harmless for any claims, suit, or judgment brought by any employee for said deduction.

ARTICLE 9 - WITHHOLDING OF SERVICES

- 9.1 As the services performed by the employees covered in this AGREEMENT are essential to the welfare of the SCHOOLS and to the students dependent thereon, UNION agrees that in no event whatsoever, during the term of this AGREEMENT, will the UNION, or any of the employees covered by this AGREEMENT, initiate, authorize, sanction, encourage, support, or engage in any strike, slow-down, work stoppage, or other concerted action. Nor shall there be any strike or interruption of services because of any dispute or disagreement between any other persons (or other employees or unions) who are not signed parties to this AGREEMENT.
- 9.2 SCHOOLS shall not pay any school employee for any day when the employee fails, as a result of a strike or work stoppage, to report to work as required by the school calendar.

ARTICLE 10 - ASSIGNMENT AND TRANSFER

- 10.1 The initial assignment of staff members and their transfer to positions in the various schools and departments of the school corporation shall be made by the Superintendent or his designee on the basis

of the following criteria which are listed in order of priority. [See 10.2. (a) through (e) below.]

Internal candidates shall be given priority in filling the following positions:

- Promotion of staff to positions of higher responsibility and compensation, within bargaining unit.
 - Lateral move where responsibility and compensation remain the same.
 - Voluntary demotion where pay and compensation are less.
- a. Qualifications of a staff member in terms of background, experience, and competence compared to those of outside candidates.
 - b. Attendance record of internal applicants. Schools shall review attendance records and not disqualify an applicant with verified medical reasons for being absent. This includes personal illness, family illness and employees absent under the Family Medical Leave Act.
 - c. Length of service in the MCCSC.

10.2 Vacancies and Posting

- a. All permanent job vacancies covered by the AFSCME bargaining unit, whether by assignment or transfer, shall be posted. AFSCME will provide and maintain a current list of one designated member to receive postings at each building.
- b. All service staff vacancies will be announced by placing a notice on a staff bulletin board at each campus location.
- c. Current employees will be allowed five (5) working days to indicate to the Personnel Office an interest in the position.
- d. The Human Resources Director or designee will review the evaluations and credentials of those responding to the posting and will schedule interviews first with the internal staff possessing the highest qualifications for the position. Recommendations, for final action by the School Board, will be made for the position by the Human Resources Office with concurrence by the immediate supervisor(s), using the criteria stated in 10.1 (a) through (c).
- e. Employees who have been interviewed for a position shall be notified within ten (10) working days after the interview if they are no longer being considered for the position.

10.3 Elimination of Positions

- a. Employees displaced by the elimination of positions through consolidation, the installation of new equipment or machinery, the curtailment or replacement of existing facilities, shall be given preferential consideration, based on seniority, for transfer to other positions for which the employee is qualified, as job openings occur and subject to the approval of the immediate supervisor.
- b. Employees working thirty-eight (38) weeks or more per year displaced by elimination of their position for any reason shall be given reasonable notification at least thirty (30) days

prior to the effective date for job elimination.

- 10.4 Employees may be transferred for the purpose of improving the efficiency of the operation.
- a. In the case that the transfer is for performance based reasons, the salary of the employee may or may not be the salary of the new position.
 - b. In the case the transfer is due to the elimination of a position, the employee will retain the salary amount held in the previous job until the salary level of the new position equals the frozen salary. At anytime the employee thus transferred is placed in a position which has a salary equal to or greater than the one which was eliminated, the employee assumes the salary classification of the new position.
 - c. If the need arises to move a bargaining unit employee due to performance or disciplinary issues, the administrator and the union will meet to discuss the need for the transfer.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 Definitions

- a. "Grievance" is a claim of inequity caused by the interpretation, application, or alleged violation of a specific Article or Section of this AGREEMENT or working condition as it relates specifically to the individual grievant, provided, reasons for reduction in force, the positions to be reduced pursuant to MCCSC (RIF) Policy, and the existence of a vacancy for recall are not subjects for a grievance.
- b. "Grievant" means the school employee filing the claim. Grievant may elect to be represented by UNION at all Formal Steps.
- c. "Days" means working days.
- d. "Principal" refers to the employee's immediate supervisor where not supervised by a principal.
- e. "Board" refers to the Board of School Trustees.

11.2 Purpose and Intent

- a. The resolution of grievances promotes positive working conditions, elevates employee morale, and encourages contribution of services and talents for the maximum benefit to the school, the students, and the community. The primary functions of the grievance procedures are:
 - (1) To provide an orderly procedure for an employee to present a grievance to appropriate administrative staff members.
 - (2) To secure an equitable solution of a grievance at the lowest procedural level wherever possible.
 - (3) To assure the employee(s) that there are open channels for redressing a grievance

without fear of intimidation, coercion, discrimination, or any form of reprisal.

- b. For dismissal for cause or other terminations, employees shall elect a remedial process, either the grievance procedure (Article 11), or the administrative hearing contained in current School Board Policy. The selection of one shall mutually exclude the use of all others.

11.3 Informal Procedure - Step One

- a. An individual employee may present his grievance to the Board or its designated representative and have the grievance adjusted without the intervention of the UNION or its representatives, as long as the adjustment is not inconsistent with the terms of this AGREEMENT.
- b. Within ten (10) working days of the time of a grievance arises, the employee, either directly or accompanied by a UNION representative, will present the grievance to his principal, or his designee. Within five (5) working days after the presentation of the grievance, the principal or his designee shall give his answer in writing to the grievant.
- c. Failure to so meet and discuss said alleged grievance as provided for in this section (11.3) shall prevent the grievant from filing said alleged grievance at any formal procedural step(s).
- d. If the grievance arises from an action of authority higher than the Principal of a school, the employee may present such grievance at Step Two of this procedure.

11.4 Formal Procedure

a. Step Two

- (1) Within five (5) working days of the written answer, if the grievance is not resolved in Step One, it must be filed by the grievant with the Director of Extended Services, or his designee, in writing, signed by the grievant, on the appropriate grievance report form (see Appendix B).
- (2) The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by specific reference all of the provisions of this AGREEMENT alleged to be violated, shall state the contention of the grievant with respect to the provisions of said Articles or Sections, and shall indicate the specific relief requested.
- (3) Within five (5) working days after receiving the written grievance, the Director of Extended Services shall communicate his answer in writing to the grievant.

b. Step Three

- (1) In the event that the grievance is not resolved at Step Two, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Step Three provided said appeal is filed with the Superintendent or

his designee within five (5) working days of receipt of the written answer to Step Two. The appeal shall include a copy of all materials and evidence previously submitted and a copy of, at the same time, shall be given to the principal or supervisor involved.

- (2) The grievant shall submit the written claim, signed by him, to the Superintendent of Schools. Within five (5) working days from the receipt of the grievance, the Superintendent or his designee may hold a formal hearing(s) prior to the rendering of the written decision, and additional time beyond the five (5) working days shall be allowed if the Superintendent or his designee determines further investigation is necessary.

c. Step Four

- (1) In the event that the grievance is not resolved at Step Three, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to arbitration provided said appeal is filed with the Board within ten (10) working days of receipt of the written answer to Step Three. The appeal shall be in writing and include a copy of all materials and evidence previously submitted.
- (2) The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
- (3) The decision of the arbitrator shall be advisory. The Board may implement the decision in whole or in part, or may reject the arbitrator's recommendation in their entirety.
- (4) The arbitrator shall have no power to amend, subtract from, add to, alter, disregard, or modify any of the terms of this AGREEMENT.
- (5) The fees and expenses of the impartial arbitrator shall be shared equally by the Board and UNION. All other expenses shall be borne by the party incurring them.
- (6) The Board and UNION agree that neither party shall be permitted to rely on grounds or on any evidence not previously disclosed to the other party.

11.5 Appearance and Representation

- a. Hearings held under this procedure shall be conducted at a time and a place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearing shall be conducted during non-working hours, unless there is a mutual agreement for other arrangements.
- b. The Board and the UNION are responsible for the payment of their own representatives and witnesses involved in any grievance meeting and arbitration hearing.
- c. Union representatives shall have the right to inspect specific portions of a grievant's

personnel file at reasonable times upon written permission of the grievant.

11.6 Grievance forms (see Appendix A) are available from the following offices:

- a. Each building principal
- b. Director of Extended Services - Service Building
- c. Office of Superintendent - Administration Building
- d. Personnel Office - Administration Building

11.7 Time Limits

- a. Time limits provided in this AGREEMENT may be extended by mutual agreement when signed by the parties.
- b. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the UNION to lodge an appeal at the next step of this procedure.
- c. Any grievance not advanced from one step to the next within the time limits of that step, shall be deemed to be resolved.

11.8 Legal Rights

- a. Nothing contained herein shall deny to any employee his rights under State or Federal Constitutions and laws.

11.9 Arbitrator's Authority

- a. The AGREEMENT constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine the disputed grievance and to determine disputed facts upon which the grievance depends. The arbitrator shall, therefore, not have authority, nor shall he consider his 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.
- b. The Arbitrator has no obligation or function to render an advisory decision or not to render an advisory decision merely because, in his opinion such a decision is fair or inequitable.
- c. In any case, where the arbitrators determine that such grievance fails to meet said test of arbitrability, they shall refer the case back to the parties without a recommendation on the merits.
- d. 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.

ARTICLE 12 - EMPLOYER/EMPLOYEE RELATIONS: LABOR-MANAGEMENT COMMITTEE

12.1 Committee

The Labor-Management Committee shall be composed of five (5) members from each party: the Director of Extended Services, the Director of Food Services, School Board member, the Bargaining Chief Spokesman for the Schools, the Union President, and three (3) appointees of the Union President (so that Custodial/Food Service/Maintenance are represented), and the Business Agent for the Union.

12.2 Function

The committee shall perform the following functions:

- a. facilitates employer/employee relations without the restraints of bargaining;
- b. discusses and pursues areas of mutual concern including:
 - (1) seniority;
 - (2) attendance incentive;
 - (3) efficiency;
 - (4) vocational education training; and
 - (5) promotion and transfer policies.

12.3 Restrictions

The committee shall not bind the respective parties and shall not conduct table bargaining. The Committee shall meet on at least a monthly basis.

12.4 Hours

- a. A total of six (6) hours released time per month shall be provided to employees, appointed by the UNION, for participation in these direct meetings.
- b. The UNION president's shift shall be adjusted on days of regular Board meetings so that the president's full shift is completed at a time during which the Board is not meeting.

ARTICLE 13 - CUSTODIAL/MAINTENANCE SALARY SCHEDULE

13.1 Effective January 1, the salary schedule shall be:

	Hourly Salary Effective 1/1/2005	Hourly Salary Effective 1/1/2006
Class A Skilled	\$15.413	\$15.721
Custodial Supervisor D-1	\$12.291	\$12.537
Custodial Assistant Supervisor D-2.....	\$11.643	\$11.876

Custodial D-3 and D-4..... \$11.205 \$11.429

In addition to the schedule set forth above, the school employer will pay the employees' Public Employees' Retirement Fund contribution of three percent (3%).

- 13.2 Those current employees who would have been placed between four (4) and twenty four (24) years on the 1984 Salary Schedule as of January 1, 1985 will qualify for the following weekly increment: (Increment will be in addition to any across the board raises.)

	<u>A</u>	<u>D-1</u>	<u>D-2</u>	<u>D-3</u>	<u>D-4</u>
15 years	\$20.00	\$9.00	\$8.00	\$7.00	\$7.00
20 years	\$20.00	\$9.00	\$8.00	\$7.00	\$7.00
25 years	\$ 5.00	\$3.00	\$2.00	\$2.00	\$2.00

- 13.3 All employees who, due to increments received prior to January 1, 1985, are below the highest salary level for their experience categories, (15-19 years, 20-24 years, 25+ years) will be raised to the highest salary level of their respective categories.
- 13.4 Experience increments are granted annually as of January 1 (120 paid days to qualify for experience increment). The increment is only available to employees with four (4) or more years experience as of January 1, 1985.
- 13.5 New employees shall be on probation for a period of 90 calendar days during the position's normal work schedule at 8% less salary.
- 13.6 Those employees who are garage mechanics will receive a tool allowance of Fifteen Dollars (\$15.00) per week paid in a lump sum amount on the last payday in June and the last payday in December of each calendar year. It is recognized that the employer will make all necessary federal and state withholdings and deductions on said payments.
- 13.7 D-4 custodians are employed for 185 days per school year. These employees work on the same calendar as teacher days. There will be a maximum of ten (10) D-4 custodial positions in the School Corporation.

ARTICLE 14 - FOOD SERVICE SALARY SCHEDULE

- 14.1 Effective January 1, the Salary Schedule shall be:

	<u>Hourly Salary Effective 1/1/2005</u>	<u>Hourly Salary Effective 1/1/2006</u>
Cook I	\$ 9.002	\$ 9.182
Cook II (back up to Supervisor I).....	\$ 9.105	\$ 9.287
Assistant Supervisor (back up to Supervisor II)	\$ 9.208	\$ 9.392
Food Service Supervisor I (staff of three or less or back up for high school)	\$10.885	\$11.103
Food Service Supervisor II (staff of four or more)	\$11.924	\$12.162

Ninety (90) day Probationary Period. Probation is 92% of Job Classification Pay.

In addition to the schedule set forth above, the school employer will pay the employees' Public Employees' Retirement Fund contribution of three percent (3%).

- 14.2 Employees currently above the salary schedule for their classification will receive a 2.88% increase in salary effective January 1, 2005 and a 2.0% increase effective January 1, 2006.
- 14.3 Those current employees who would have been placed between four (4) and twenty-four (24) years on the 1984 Salary Schedule as of January 1, 1985, will qualify for the following hourly increment: (Increment will be in addition to any across the board raise.)

	<u>Cook I</u>	<u>Cook II</u>	<u>Assistant Supervisor</u>	<u>Food Service Supervisor I</u>	<u>Food Service Supervisor II</u>
15 years	.50	.50	.50	.50	.50
20 years	.50	.50	.50	.50	.50
25 years	.15	.15	.15	.15	.15

- 14.4 All employees who, due to increments received prior to January 1, 1985, are below the highest salary level for their experience categories, (16-19 years, 20-24 years, 25+ years) will be raised to the highest salary level of their respective categories.
- 14.5 Experience increments are granted annually as of January 1. The increment is only available to employees with four (4) or more years experience as of January 1, 1985.
- 14.6 New employees shall be on probation for a period of 90 calendar days during the position's normal work schedule at 8% less salary.
- 14.7 Food service employees who have active certification through the Indiana School Food Service Association Certification program will receive a bonus as follows:

Assistant Supervisor, Food Service Supervisor I and Food Service Supervisor II -- \$110 per year
 Cook I and Cook II -- \$85 per year

Qualifying employees must provide the Food Service Department with a current ASFSA membership and certification card between August 1 and August 15 of each year. Bonuses will be paid on the first payroll in September of each year.

- 14.8 Food service employees will be paid at a rate of time and a half for hours worked for special events during the school year.
- 14.9 Substitute cooks will be paid \$7.50 per hour. Substitute cooks are not eligible for any fringe benefits.
- 14.10 Food Service employees interested in working on catering assignments outside of the school year must notify the Food Service Office by May 15. The employees at the school site where the catering is taking place will be given priority. If there are no employees from that school signed up then the other

employees will be called in by seniority.

ARTICLE 15 - PAYROLL

- 15.1 Payroll checks for night shift employees will be delivered to the respective building principal's office for distribution during the night shift before the normal payday.

ARTICLE 16 - ELIGIBILITY FOR BENEFITS

- 16.1 Food service, custodial and maintenance personnel who are new employees covered by this schedule will be classified as PROBATIONARY under their respective classifications for a period of the first 90 calendar days during which time they will be classified as hourly employees only with no eligibility for or Board contribution for fringe benefits. All policies relating to any leaves are not applicable during the first 90 calendar days PROBATIONARY period. An employee's eligibility for and Board health/dental and life insurance contributions and leave/holiday entitlement shall start on the first day of the month following ninety (90) calendar days of PROBATIONARY period. The ninety (90) calendar days are while the employee is serving in a benefited position during the normal work schedule.

Employees who work less than a 1.0 FTE but at least three and one-half (3.5) hours per day and those who work less than 52 weeks shall be eligible to receive Board contribution for health and dental insurance, sick leave, paid holidays and personal business leave. Individuals employed for more than three and one-half (3.5) hours but less than the specified hours for 1.0 FTE and those who work less than 52 weeks, may receive benefits on a pro-rated basis matching their number of days worked and/or FTE equivalence.

- a. At the conclusion of the first 90 calendar days PROBATIONARY period, new employees (with the exception of D-4 Custodians and Food Service) will be entitled to:
- (1) Five (5) days sick leave
 - (2) Two (2) days personal business leave (PBL)
 - (3) Paid holidays
 - (4) Other applicable leave policies
- b. At the conclusion of the first 90 calendar days PROBATIONARY period and on July 1 of each year, D-4 Custodians will be entitled to:
- (1) Five (5) days sick leave
 - (2) One (1) day personal business leave (PBL)
 - (3) Five (5) paid holidays (see Article 22)
 - (4) No vacation days
 - (5) Other applicable leave policies
- 16.2 New Food Service employees employed as of January 1, 2003 will be granted the following benefits at the conclusion of the first 90 calendar days PROBATIONARY period:
- a. After Probationary Period
- (1) Two (2) days sick leave
 - (2) One (1) day personal business leave (PBL)

- (3) Paid holidays
- (4) Other applicable leave policies

b. On July 1 of Each Year

- (1) Five (5) days sick leave
- (2) Two (2) days personal business leave (PBL)
- (3) Paid holidays
- (4) Other applicable leave policies

16.3 Employees who work less than eight (8) hours per day but at least three and one-half (3.5) hours per day shall receive sick leave, paid vacation, paid holidays and personal business leave on a pro-rated basis.

The school corporation's full contribution to life insurance shall be available to all employees who work three and one-half (3.5) or more hours per day. Employees who work less than three and one-half (3.5) hours per day shall receive no school corporation contribution to life insurance or hospital/medical and dental insurance.

Custodial and maintenance employees who work less than 52 weeks and/or less than eight (8) hours per day but at least three and one-half (3.5) hours per day shall receive the school corporation's contribution to hospital/medical and dental insurance premiums on a pro-rated basis.

Food Service employees employed before January 1, 1990, who work five (5) or more hours per day will receive 100% of the school corporation's contribution to hospital/medical and dental insurance premiums. Food Service employees who work less than five (5) hours per day shall receive the school corporation's contribution to hospital/medical and dental insurance premiums on a pro-rated basis. Food service employees hired on or after January 1, 1990, will receive the school corporation's contribution to hospital/medical and dental on a pro-rated basis based upon an eight (8) hour day.

16.4 Employees who are eligible for benefits under the provisions of this agreement shall be eligible to participate in the MCCSC Salary Reallocation Program.

ARTICLE 17 - SICK LEAVE

17.1 The following schedule will be in effect for sick leave allowance, as of July 1, for custodial and maintenance personnel (except D-4 custodians) and for food service employees hired prior to January 1, 2003:

- a. Five (5) days for the remainder of the first year after probation
- b. Nine (9) days for each of the next nine (9) years
- c. Twelve (12) days for employees with ten (10) or more years of service (not retroactive beyond January 1, 1976).

17.2 Sick days that remain unused accumulate.

17.3 Sick days shall be used for individual or family illness. Family illness shall be defined to mean

illness, surgery or accident involving an employee's spouse, children or parents which requires the employee to be absent from work.

ARTICLE 18 - PERSONAL BUSINESS LEAVE

18.1 Each full-time food service, custodian, and maintenance employee (except D-4 custodians – see Article 16) will be entitled to earn two (2) days personal business leave per year beginning with pro-rated days on July 1 after probation period has been met.

18.2 In the event the employee has unused Personal Business Days on July 1, one (1) of the unused days will be accumulated as an additional Personal Business Day and all remaining unused Personal Business Days shall convert to sick leave and may accumulate.

ARTICLE 19 – ATTENDANCE INCENTIVE

19.1 For any school year (July to July), effective July 2001, each food service, custodian, and maintenance employee who uses three days or less of **combined** sick and personal business leave will receive in July a payment of \$350 (in the form of a check). All federal and state withholdings will be made.

19.2 For perfect attendance – no use of sick days or PB days – the employee will receive a \$500.00 incentive. All federal and state withholdings will be made.

ARTICLE 20 - BEREAVEMENT LEAVE

20.1 Each employee shall be entitled to bereavement leave not to exceed five school days with pay on account of death in the immediate family during the period before and after death. In the case of death of other relatives, the employee shall be entitled to bereavement leave of one day without loss of compensation.

- a. Employees will notify their immediate supervisor of intent to use bereavement leave.
- b. Immediate family is defined as father, mother, brother, sister, child, wife, husband, grandparent, grandchild, step-father/mother/brother/sister, foster father/mother/brother/sister, father, mother-in-law, son/daughter-in-law, and any other person who at the time of death was living as a member of the household of the employee.
- c. “Death of other relatives” referred to in the policy statement is interpreted to include the employee’s uncle, aunt, first cousin, niece, nephew, brother/sister-in-law (sibling’s spouse and spouse’s siblings), spouse’s grandparent, or spouse’s step-parent.

ARTICLE 21 - PAID VACATION

21.1 Fifty-two (52) week employees will receive paid vacation as per the following schedule:

<u>July 1 after 1st Anniversary</u>	<u>July 1 after 2nd Anniversary</u>	<u>July 1 after 11th Anniversary</u>	<u>July 1 after 15th Anniversary</u>
--	--	---	---

7 days 13 days 19 days 21 days
Fifty-two (52) week employees who work half-time will receive vacation pro-rated on the above schedule. There is no paid vacation for less than 52 week employees.

- 21.2 Vacation days are awarded on July 1 of each year. Time worked between 1st anniversary and July 1 is pro-rated and added to the full allotment on July 1.
- 21.3 All years of uninterrupted service as an MCCSC employee will apply for vacation credit.
- 21.4 Vacation days that are not annually used prior to July 1 each year shall convert to sick leave and may accumulate.

ARTICLE 22 - PAID HOLIDAYS

- 22.1 For custodial (except D-4 custodians) and maintenance employees working eight (8) hours per day, the following holidays will be granted:

- New Year's Day
- Martin Luther King, Jr. Day
- Two days during Spring Break
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving (Friday)
- Christmas Day
- Two additional days during Winter Break

- 22.2 For D-4 custodians working eight (8) hours per day, the following holidays will be granted:

- New Year's Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- Christmas Day

- 22.3 For any holiday which occurs on a day when school is in session, the immediate supervisor will approve an alternate day as compensatory time.

- 22.4 Part-time custodial or maintenance employees will be given the above holidays on an hourly pro-rated basis.

- 22.5 For Food Service employees working less than eight (8) hours per day the following holidays will be granted:

- New Year's Day
- Martin Luther King, Jr. Day
- Two days during Spring Break
- Memorial Day

Labor Day
 Thanksgiving Day
 Day after Thanksgiving (Friday)
 Christmas Day
 Two additional days during Winter Break

For any holiday which occurs on a day when school is in session, the employee will receive an extra day's pay commensurate with the individual's normal work day.

ARTICLE 23 - INSURANCE

23.1 Hospitalization/Medical and Dental - The School Corporation will contribute the following annual insurance contribution for each full time custodial, maintenance or food service employee for the term of this Agreement:

	2005	2005	2006	2006
	<u>Medical</u>	<u>Dental</u>	<u>Medical</u>	<u>Dental</u>
Family Plan	\$3,999.67	\$792.02	\$4,479.63	\$887.06
Single Plan	\$3,269.37	\$231.31	\$3,661.69	\$259.07

23.1.a. Two employees (employee with a spouse) working for the MCCSC in benefited positions and participating in the family medical and/or the family dental plan(s) will receive two single medical and/or dental contribution(s).

23.2 Life Insurance - \$30,000 coverage contingent upon employee contribution of \$12.00 per year. The Board's pro-rated contribution shall start to be made on the first day of the month following the first ninety (90) days of the probationary period. Life Insurance will be effective the first day of the month following ninety (90) days of employment.

23.3 Retirement Life Insurance - \$15,000 term life coverage for employees enrolled in the life insurance program that retire at age 50 or older and qualify for PERF, paid under the group plan until the employee's death conditioned upon the payment of \$1 per year by January 30th.

23.4 The Consolidated Omnibus Budget Reconciliation Act, hereinafter, (COBRA), requires that upon the occurrence of certain qualifying events, individuals who cease to be covered under a plan of health insurance provided by their employer be permitted, at their own expense, to continue to participate in such health insurance plan for specified periods of time following the occurrence of such qualifying events.

a. To the extent provided, the school corporation continues to pay its portion of health insurance premiums on behalf of an individual employee not actively at work (on a paid leave of absence during which health insurance benefits continue, for example), the coverage provided on such basis shall constitute satisfaction, in whole or in part, as applicable of the opportunity for continued health insurance coverage to such employee as required by COBRA.

b. Whenever an individual employee not actively at work is permitted to continue group health insurance coverage at his/her own expense, such shall constitute satisfaction, in whole or in part, as applicable, of the school corporation's obligation to provide the

opportunity for continued group health insurance coverage as required by COBRA.

- 23.5 In the event an employee between the ages of sixty-two (62) and sixty-five (65) who is qualified for retirement under the Public Employees' Retirement Fund and has ten (10) or more consecutive years of employment with the Monroe County Community School Corporation retires, said employee will be allowed to continue to participate in the Group Hospitalization/Medical and Dental Plan until said employee attains the age of sixty-five (65) or qualifies for Medicare, whichever occurs first; provided further that said employee pays the full cost of the insurance premium on a timely basis.
- 23.6 Long-Term Disability - The school corporation agrees to provide a long-term disability program for all service staff employees who qualify for benefits if the employee elects the benefit and contributes assessed amount for the benefit.

ARTICLE 24 - CHANGE OF CLASSIFICATION

- 24.1 An employee covered by this schedule receiving a change in classification shall be credited with all experience in the new classification. A lesser classification would be accompanied by the lesser rate. A higher classification would be accompanied by the higher rate.
- 24.2 A change in classification (for reduction or increase in pay) may be temporary or permanent but in any case must be for at least fifteen (15) working days within any thirty (30) consecutive working days (excluding vacation time - which would be taken at the employee's regular classification rate). In addition, such change must be approved by the immediate supervisor, the Director of Extended Services, and the Director of Personnel Services.

ARTICLE 25 - WORK DAY, WEEK

- 25.1 Normal Work Day/Week - The normal working day for custodial and maintenance employees is considered to be eight (8) hours. The normal work week is five (5) days. Week definition: Sunday midnight to Sunday midnight.
- 25.2 School Cancellations - If school is canceled after the start of the employee's scheduled workday, the employee will be compensated for a minimum of two (2) hours pay.
- 25.3 Overtime Pay - Overtime pay at time-and-a-half shall begin with the 41st hour worked during any given week. Paid leaves of absence shall be considered hours worked when determining overtime pay.
- 25.4A. Pay for Extra Work - Cooks who work special paid permit functions in the school building, which are non-school sponsored and outside the times of the school day, will be compensated at time and one-half of their hourly rate.
- B. Training - Food Service will have one paid training day per year. The actual date will be determined by the Director of Food Service. Pay will be employee's hourly rate times length of training.

ARTICLE 26 - BUILDING CHECK

- 26.1 Any staff member who is requested to check out a building unit after regular school hours will

receive a minimum of 2 hours of overtime pay or the actual amount of time spent on the job, whichever is greater. If the check is made on a paid holiday listed in Article 21 of this agreement, the employee will receive the minimum hours specified above or hours actually work, whichever is larger, plus equal compensatory time on a pre-approved date within one month of the call out. No payment will be made without prior approval of the Director of Extended Services.

ARTICLE 27 - USE OF PERSONAL VEHICLE

27.1 Employees shall be paid at the IRS rate per mile for: (a) use of their personal vehicle in connection with their work when specifically directed by his supervisor; or (b) use of their personal vehicle when assigned to work at another job site other than their usual assignment or to multiple work sites within the same eight (8) hour shift (payment for mileage between work sites only). This provision does not apply to substitutes unless the substitute is specifically directed to report to the service building at the beginning of a shift.

ARTICLE 28 - UNIFORMS

28.1 Uniforms shall be mandatory for Class A Skilled mechanics and garage personnel and shall be paid for by the corporation.

28.2 All Food Service employees will receive a uniform allowance of \$150 plus five (5) shirts provided on the first pay in September. All federal and state withholdings will be made. Uniforms must meet the food service dress code.

28.3 Lunch meal will be provided at no cost to Food Service employees. The meal will consist of what a standard meal is for students on that day.

ARTICLE 29 - RETIREMENT BENEFITS

29.1 Tier 1 (Matching Annuity)

- a. The School Corporation agrees to match employee contributions to 403(b) (TSA) programs up to a maximum of 1% of the employee's base salary. Base salary does not include pay for summer school, ECA assignments or workshops.
- b. Contributions already being made to a 403(b) program do count toward the employee's 1%.
- c. Employees are vested after five (5) years of participation. Current employees will be vested after completing five (5) years with the MCCSC. Employees who have been with the MCCSC more than five (5) years are already vested. Vesting means the employee gets to keep the balance in the account even if no longer employed by the MCCSC.

29.2 Tier II (Regular Retirement Benefit)

- a. This Tier applies to those who qualified for immediate ASL (accumulated sick leave) benefits under the respective employee agreement as of 6/30/99 (age 50 and at least five years experience), or who had at least ten (10) years experience with the school corporation and had at least 50 accumulated sick leave days as of June 30, 1999.

- b. A frozen value has been established for the ASL benefit as of 6/30/99. The ASL benefit is factored for time value and tax impact (59.95%).
- c. The amount of the frozen value was paid to each eligible staff member's 401(a) Plan beginning January 2000, and ending January 2002.
- d. Vesting occurs at age 50 and five (5) years of MCCSC experience.
- e. Accumulation of sick leave is unaffected for sick leave purposes.
- f. No further accumulation of ASL for retirement purposes.

29.3 Tier III (Early Retirement Benefit)

Not applicable to non-certified employees.

29.4 Retirement Benefits – This section has been replaced by a Memorandum of Understanding dated January 5, 2006. This memorandum is distributed as a separate document.

ARTICLE 30 - AFFIRMATIVE ACTION

30.1 It is the policy of the Monroe County Community School Corporation to provide equal employment opportunity to all individuals regardless of their race, color, religion, sex, national origin, disabilities, or age. Equal employment opportunity refers to all applicable corporation practices, including employee recruiting, hiring, transferring, training, promoting, disciplining, terminating, and all other conditions or privileges of employment. The selection of persons for positions with the Monroe County Community School Corporation is based upon the qualifications and abilities to do the job.

30.2 Copies of the MCCSC AFFIRMATIVE ACTION program are available for examination in the Administrative Office of each building Principal, Coordinator/Director, Office of the Superintendent of Schools, Personnel Office, and Office of the Director of Extended Services.

ARTICLE 31 - EFFECT OF AGREEMENT, EFFECTIVE PERIOD, AND RE-OPENER

31.1 This AGREEMENT shall constitute the full and complete understanding and commitments between the parties. The parties agree that each party had and exercised the unlimited right and opportunity to make proposals with respect to the various Articles of this AGREEMENT. The entire understandings and agreements arrived at after the exercise of that right and opportunity is set forth in this AGREEMENT.

31.2 This AGREEMENT terminates and supersedes all past agreements.

31.3 If, upon mutual agreement, it is decided that a section of the contract is causing problems for both parties, that section can be opened for discussion and/or re-negotiation prior to the expiration of this agreement.

31.4 This AGREEMENT is made and entered into at Bloomington, Indiana, on this 5th day of July

2005, by and between the representative of the Board of School Trustees of the Monroe County Community School Corporation, County of Monroe, State of Indiana, and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3995, effective in all its terms and conditions on and after January 1, 2005.

31.5 This AGREEMENT shall become effective upon final ratification by the appropriate persons of both parties and shall continue in effect through December 31, 2006.

31.6 Whenever any notice is required to be given by either of the parties to this AGREEMENT to the other party either shall do so by certified mail or by hand delivery to the following addresses:

RATIFICATION

IF BY THE UNION TO SCHOOLS Bargaining Spokesperson
Monroe County Community School Corporation
315 North Drive, Bloomington, Indiana 47401

IF BY SCHOOL TO UNION President of the UNION

Ratified this 5th day of July 2005.

For Monroe County Community School Corporation

John A. Maloy

Susan P. Wanzer

Dr. John A. Maloy
Superintendent

Susan P. Wanzer
President, Board of Trustees

Pam Sklar

Berit Brewer

Pam Sklar
School Chief Spokesperson

Berit Brewer
Secretary, Board of Trustees

ATTEST:

Timothy Thrasher

Timothy Thrasher
Comptroller

Ratified this 5th day of July 2005.

For American Federation of State, County & Municipal Employees, Local 3995

Randy L. Tackett

President, Local 3995

Gary Wallace

Council Representative

APPENDIX A

AFSCME/MCCSC

GRIEVANCE REPORT FORM

Distribution of Form
in Triplicate

Step I - Principal

Step II - Director/Extended Services

Step III - Superintendent

Step IV - Arbitration

STEP _____

BUILDING ASSIGNMENT NAME OF GRIEVANT DATE FILED

STATEMENT OF GRIEVANCE

A. Grievant(s) involved:

B. Specific facts giving rise to grievance:

C. Section or Provisions of Agreement violated:

D. Specific relief requested: