

COLLECTIVE BARGAINING AGREEMENT

between

MONROE COUNTY COMMUNITY SCHOOL CORPORATION

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

(AFSCME) LOCAL 3995

Effective

January 1, 2020 – December 31, 2021

Classifications

- Custodial
- Maintenance
- Food Service
- Bus Drivers / Bus Monitors
- Bus Technicians

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Section 1

Applies to all AFSCME Employees

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
- Bus Drivers
- Bus Monitors
- Bus Technicians Level I and II

- 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.
- 3.3 All drivers and monitors will be covered under the current contract between Local 3995 and the Monroe County Community School Corporation. If there are State Statutes that would supersede the MCCSC Drivers manual, the Transportation Committee shall meet to discuss the changes. Union will establish a Transportation Committee of no more than four members. Such committee will meet with SCHOOLS on a regular basis to discuss operational issues or any changes made to the Drivers Manual. Transportation issues can also be agenda items on the regularly scheduled Labor Management meetings. Additional contract language pertaining to drivers and monitors will be added through the negotiation process.

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 Spokesperson.

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 on 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. Management will notify all the bargaining unit employees they have the right to union representation. All bargaining unit employees have the right to have union representation at any disciplinary meeting. Under normal circumstance 24-hour notice will be given to the employee. If the issue is severe enough to warrant immediate action an attempt will be made to notify the Union President, Union Officer, or Shop Steward.

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, food service and student transportation. It is not the intent of this section to eliminate any jobs of those employees covered by this AGREEMENT. Notwithstanding any of the above language this Collective Bargaining Agreement shall not be applied nor interpreted to prevent the SCHOOLS from utilizing in any manner up to and including 50 bus drivers through the statutorily authorized independent contractor process provided by IC 20-27-5-1 *et seq.*

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.
- 6.7 School personnel may view relevant portions of video relating to the disciplinary charge against them provided it does not violate the rights of a student, State and/or Federal Law or is determined that it should not be shared related to a civil or criminal matter, proceeding or investigation.

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 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. A list of all new bargaining unit employees hired will be provided to local AFSCME President within five (5) days of the employee orientation.

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.
 - e. Union dues shall be deducted from the pay of AFSCME members on the same pay dates group insurance premiums are deducted. Union dues shall also be deducted from the third pay of the months with three pay dates if group insurance premiums are not scheduled to be deducted from those pays. Union dues will be deducted from a total of 26 pays per year for year-round staff and from 18 pays per year for school year staff. Union dues will not be deducted from the pay of school year staff on the third pay of the

month in the months of June and July since school year staff will receive no pay. The dues withheld on the third pay of a month will be sent to Local 3995.

- 8.2 Upon receipt of an employee's written authorization forms provided by the union, the Corporation will agree to deduct from the employee's bi-weekly wages a contribution for the Public Employees Organized to promote Legislative Equality (people). Authorization must be executed by the employee, and may be revoked by the employee at any time given written notice to the corporation. The Corporation agrees to remit any deduction promptly to the union, with a list of the employees from whose pay deductions were made, and the amount of the deduction.
- 8.3 The Corporation will provide voluntary payroll deduction from an employee's paycheck for representational fee if the employee provides the appropriate authorization. That representational fee will be in an amount established by AFSCME Council 962.
- 8.4 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 designee on the basis of the following criteria which are listed in order of priority. [See 10.1. (a) through (c) below.]
Internal candidates shall be given consideration 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 approved leaves of absences (FMLA and Board Policy leaves) as well as absences as a result of an on-the-job injury.
 - c. Length of service in the MCCSC.

10.2 Vacancies and Posting

- a. All bargaining unit job openings will be posted after receiving written notice of resignation, termination, or establishment of new position. Positions will be posted five working days.
- b. All service staff vacancies will be announced by placing a notice on a staff bulletin board at each campus location.
- c. The Assistant Superintendent 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).
- d. 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.
- e. Current employees must hold a position at least 90 calendar days in order to be eligible for an internal transfer.
- f. After completing the first year of service in MCCSC an employee may submit a claim for reimbursement of the initial required background check fee with proof of payment.

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 in the same classification 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 any time 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/her 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/her principal, or his/her designee. Within five (5) working days after the presentation of the grievance, the principal or his/her designee shall give his/her 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 Building Operations, or his/her 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 Building Operations shall communicate his/her 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/her 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/her 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/her 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 Building Operations - 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:

Nothing contained herein shall deny to any employee his/her 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/her 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/her 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 six school members and six AFSCME members:

SCHOOLS – Director of Business Operations, Director of Building Operations, Director of Food Services, Director of Transportation, Assistant Superintendent, Director of Human Resources

AFSCME - Union Business Agent, Union President and four appointees representing: Custodial, Food Service, Maintenance, and Transportation

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;
 - (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. Union officers and shop stewards shall be granted a combined total of six hours release time per month to conduct union business. All release time should be documented and granted by the building administrator or designee. Labor management meetings will not be included as part of the six hours. Additional release time will be granted as needed through mutual agreement of SCHOOLS and UNION.
- 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.
- c. SCHOOLS will attempt to schedule all meetings to accommodate all bargaining unit members who are to attend that meeting.

ARTICLE 13 - ELIGIBILITY FOR BENEFITS

13.1 **Paid Time Off**

New employees shall be on probation and will be classified as PROBATIONARY for a period of the first 90 calendar days (during the position's normal work schedule) of continuous service in the same position during which time they do not qualify for paid time off. All policies relating to any paid time off are not applicable during the PROBATIONARY period. An employee's eligibility for paid time off entitlements shall start at the conclusion of the first 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** (does not include non-working days during Summer Break). Supervisor requests to modify the terms and conditions of the probationary period may be submitted to the Assistant Superintendent for review and consideration.

- i. Employees hired on or after March 9, 2012, who work less than eight (8) hours per day but at least five (5) hours per day (grandfather 3.5 hours per day for employees hired prior to March 9, 2012) shall receive sick leave, paid vacation, paid holidays and personal business leave on a pro-rated basis as outlined in Sections 2-4 of the agreement.
- ii. For employees moving from a 52 week benefited position to another 52 week benefited position, the probationary period for paid time off will be waived. For employees moving from a school year benefited position to a fifty-two (52) weeks benefited position, the probationary period must only be served for Vacation time.
- iii. For employees moving from a non-benefited position to a benefited position, the probationary period for paid time off must be served.
- iv. For employees moving from a benefited position to a non-benefited position, the time off balance will remain but in an inactive state.

Insurance

New employees hired on or after January 1, 2014, eligibility for Board health/dental and life insurance contributions shall start on the first day of the month following sixty (60) calendar days. All policies relating to any insurance offerings are not applicable during the insurance PROBATIONARY period.

- i. For employees moving from a benefited position to another benefited position, the probationary period for benefits will be waived.
 - ii. For employees moving from a non-benefited position to a benefited position, the probationary period for benefits must be served.
- 13.2 Employees hired in a benefited position on or after March 9, 2012, who work less than a 1.0 FTE but at least five (5) hours per day (grandfather 3.5 hours per day for employees hired prior to March 9, 2012) 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 five (5) hours per day (grandfather 3.5 hours per day for employees hired prior to March 9, 2012) 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.
- 13.3 The school corporation's full contribution to life insurance shall be available to all employees hired on or after March 9, 2012, who work five (5) hours per day (grandfather 3.5 hours per day for employees hired prior to March 9, 2012). Employees hired on or after March 9, 2012, who work less than five (5) hours per day (grandfather 3.5 hours per day for employees hired prior to March 9, 2012), shall receive no school corporation contribution to life insurance or hospital/medical and dental insurance.
- 13.4 Employees who are eligible for benefits under the provisions of this agreement shall be eligible to participate in the MCCSC Salary Reallocation Program.

ARTICLE 14 - BEREAVEMENT LEAVE

- 14.1 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 and must submit the Bereavement Leave Request form found in MCCSC Board Policy (Policy 4421 Form).
 - b. Immediate family is defined as father, mother, brother, sister, child, wife, husband, grandparent, grandchild, step-father/mother/brother/sister/grandparent, 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 15 - CHANGE OF CLASSIFICATION

- 15.1 The pay rate for a temporary change in classification due to cover an absent employee's duties or a change in duties will not be a change in pay rate until at least fifteen working days are completed. Such change must be approved by the immediate supervisor, the Director of Building Operations, and the Assistant Superintendent.

ARTICLE 16 - PAYROLL/TIME RECORDS

- 16.1 School Cancellations - If school is cancelled after the start of the employee's scheduled workday, the employee will be compensated for a minimum of two (2) hours pay.
- 16.2 Overtime Pay – Nonexempt employees must receive overtime pay for hours worked over 40 per work week at a rate not less than one and one-half times the regular rate of pay. Paid leaves of absence will not be considered hours worked when determining overtime pay except in instances of unforeseen, emergency situations with Director approval.

ARTICLE 17 - SCHOOL CLOSING / NON-WORKING DAYS

- 17.1 When buildings are closed for the entire school day during inclement weather, other emergency closings or for non-working (NW) days/breaks (i.e. Fall Break), the following procedures will be followed:
- a. School-year employees are not to work and are not paid.
 - b. Fifty-two (52) week employees work or request personal business or vacation time.
- 17.2 When buildings are closed for part of the school day during inclement weather or other emergency closings the following procedures will be followed:
- a. School-year employees report to work for the portion of the day that is scheduled to be in session.
 - b. Fifty-two (52) week employees work or may request use of personal business or vacation time for time missed due to school closing.
- 17.3 Full day school cancellations will be made up as prescribed by the school calendar.
- 17.4 **Mandatory Corporation-Wide Closure**
In the event that all MCCSC buildings are forced to close due to a local, state or federal emergency, 52 week employees will have the option of using available personal business or vacation time. If no personal business or vacation time is available, 52 week employees must report the absence as off-without-pay (OWP).

ARTICLE 18 - USE OF PERSONAL VEHICLE

- 18.1 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/her 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 19 - RETIREMENT BENEFITS

- 19.1 **Tier 1 (Matching Annuity)**
- a. The School Corporation agrees to match employee contributions to 403(b) (TSA) programs up to a maximum of 1.50% of the employee's base salary on January 1, 2020 and will increase up

to a maximum amount of 1.75% on January 1, 2021. Base salary does not include pay for summer school, ECA assignments or workshops. The School Corporation's match will be made to a 401(a) retirement account on the employee's behalf.

- b. Contributions already being made to a 403(b) program do count toward the employee's 1.50%.
- c. Employees are vested in the School Corporation's 401(a) match after five (5) years of participation without a break in employment. 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.
- d. New benefit-eligible employees are automatically enrolled at 2.25% of the employee's base salary in the 403b program. A Waiver form must be completed for the employee to opt out of the 403b program.

19.2 **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.

19.3 **Tier III (Early Retirement Benefit)**

Not applicable to non-certified employees.

ARTICLE 20 - AFFIRMATIVE ACTION

- 20.1 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, age or veteran status. 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.
- 20.2 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 Building Operations.

ARTICLE 21 - EFFECT OF AGREEMENT, EFFECTIVE PERIOD, AND RE-OPENER

- 21.1 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.
- 21.2 This AGREEMENT terminates and supersedes all past agreements.
- 21.3 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.
- 21.4 This AGREEMENT is made and entered into at Bloomington, Indiana, on this 19th day of November, 2019, 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, 2020.
- 21.5 This AGREEMENT shall become effective on January 1, 2020 upon final ratification by the appropriate persons of both parties and shall continue in effect through December 31, 2021.
- 21.6 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:

**Assistant Superintendent
315 E. North Drive
Bloomington, IN 47401**

**AFSCME President
C/O Randy Tackett
1965 South Walnut Street
Bloomington, IN 47401**

Section 2

Custodial and Maintenance Staff

CUSTODIAL / MAINTENANCE STAFF

Note: Section 2 applies to all custodial and maintenance staff unless otherwise specified in the subsection for D-4 custodians beginning with Article 33.

ARTICLE 22 - CUSTODIAL/MAINTENANCE SALARY SCHEDULE

22.1 Effective January 1, the salary schedule shall be:

	Hourly Salary Effective 1/1/19	Hourly Salary Effective 1/1/20	Hourly Salary Effective 1/1/21
Class A Skilled	\$19.62	\$20.21	\$20.79

	Hourly Salary Effective 1/1/19	Hourly Salary Effective 1/1/20	Hourly Salary Effective 1/1/21
Custodial Supervisor D-1	\$15.65	\$16.12	\$16.58
Custodial Assistant Supervisor D-2	\$14.83	\$15.27	\$15.71
D-3	\$14.27	\$14.70	\$15.12

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

22.2 Employees hired prior to January 1, 1981, will qualify for the following weekly increment on the years noted below within the same employee group: (Increment will be in addition to any across the board raises).

<u>Years within Same Employee Group</u>	<u>A</u>	<u>D-1</u>	<u>D-2</u>	<u>D-3</u>
15 years	\$20.00	\$9.00	\$8.00	\$7.00
20 years	\$20.00	\$9.00	\$8.00	\$7.00
25 years	\$ 5.00	\$3.00	\$2.00	\$2.00

22.3 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, within the same employee group.

ARTICLE 23 - ELIGIBILITY FOR PAID TIME OFF

23.1 At the conclusion of the first 90 calendar days PROBATIONARY period, new employees (with the exception of D-4 Custodians) 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

23.2 Custodial and maintenance employees hired on or after March 9, 2012, who work less than 52 weeks and/or less than eight (8) hours per day but at least five (5) hours per day (grandfather 3.5 hours per day for employees hired prior to March 9, 2012) shall receive the school corporation's contribution to hospital/medical and dental insurance premiums on a pro-rated basis.

- 23.3 For temporary employees hired into a permanent position with no break in service, time worked in the temporary position will be credited for the purposes of benefit start dates and years of service.

ARTICLE 24- SICK LEAVE

- 24.1 The following schedule will be in effect for sick leave allowance, as of July 1, for custodial and maintenance personnel (except D-4 custodians) 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
- 24.2 Sick time balances will be forfeited at the time of separation (resignation, retirement, termination). Employees re-hired will begin with a zero balance and will earn sick time as outlined under the Initial Eligibility section.
- 24.3 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.
- 24.4 Sick days may not be used to extend a previously scheduled vacation. If a sick day is taken the day before or after a scheduled vacation, a doctor statement will be required, indicating that the employee is too ill to work.

ARTICLE 25 - PERSONAL BUSINESS LEAVE

- 25.1 Each full-time, custodian, and maintenance employee (except D-4 custodians – see Article 35) 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.
- 25.2 In the event the employee has unused Personal Business Days on July 1, all remaining unused Personal Business Days shall convert to sick leave and may accumulate.
- 25.3 Personal time balances will be forfeited at the time of separation (resignation, retirement, termination). Employees re-hired will begin with a zero balance and will earn personal time as outlined under the Initial Eligibility section.

ARTICLE 26 - PAID VACATION

- 26.1 Vacation days will be issued July 1 of each year. Between the conclusion of the employee's probationary period and July 1, pro-rated days, based upon all annual allocations, will be issued.
- 26.2 Paid vacation days for 52-week employees will be taken annually between July 1st and June 30th. Vacation days are to be approved by the immediate supervisor and consideration is to be given for the utilization of all vacation days within the prescribed annual dates.
- 26.3 All years of uninterrupted service as an MCCSC employee will apply for vacation credit.

26.4 School year employees (less than 52 weeks) will receive credit for 9 months of the 12 month service year (for example a school-year employee has been with MCCSC for 10 years and is hired for a 52 week position, the employee will get credit for 7.5 years applied as vacation credit).

26.5 Vacation days are granted according to the following schedule:

<u>Years of MCCSC Service</u>	<u>Vacation Days</u>
1	7
2	13
11	19
15	21

26.6 Fifty-two (52) week employees who work less than full time will accrue vacation days pro-rated on the above schedule.

26.7 Vacation days that are not annually used prior to July 1 each year shall convert to sick leave and may accumulate.

26.8 Vacation time is not granted to less than fifty-two (52) week employees.

ARTICLE 27 - PAID HOLIDAYS

27.1 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 (Thursday/Friday)
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Day after Thanksgiving (Friday)
Christmas Eve
Christmas Day
New Year's Eve

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

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

27.4 If an employee is absent the last work day prior or first work day following a paid holiday or school break, he or she will not receive that holiday's pay. The exception will be an employee who is ill and provides a physician statement attesting to the illness. Employees who use vacation or personal business benefit time must have prior written approval from the appropriate department Director.

ARTICLE 28 - INSURANCE – CUSTODIAL AND MAINTENANCE

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

**2020
Medical**

Plan	Single	Family
Plan A	\$6,706.68	\$13,207.69
Plan B	\$6,064.77	\$9,992.89
Plan C	\$5,837.30	\$9,617.88

**2020
Dental**

Family Plan \$1,086.68
Single Plan \$ 317.36

- a. Beginning January 1, 2013, two (2) married employees working for the School Corporation who elect the health and/or medical benefit shall be entitled to the greater of one family plan contribution and one single plan contribution for their respective employee groups.
- b. Two employees of the custodian and/or maintenance staff (employee with a spouse) working for the MCCSC in benefited positions and participating in the family dental plan will receive one family dental plan contribution.
- c. Effective January 1, 2020 and continuing through the term of this agreement, the minimum school corporation contributions to the medical insurance premiums will not be less than percentages contributed during the 2019 premium year. The status quo at the end of this Agreement is the actual dollar school corporation contribution to the single and family plans.

28.2 Vision Insurance – The School Corporation, commencing January 1, 2020, will make a voluntary vision plan available at the employee’s option and cost.

28.3 Basic Life Insurance – Basic life insurance coverage will be equal to one times the employee’s annual salary or \$30,000 whichever is greater. Coverage is contingent upon employee contribution of \$12.00 per year. The Board's pro-rated contribution is made on the first day of the month following the first sixty (60) days of the probationary period. Life Insurance will be effective the first day of the month following sixty (60) days of employment.

28.4 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.

28.5 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 29 - WORK DAY, WEEK

29.1 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.

ARTICLE 30 - BUILDING CHECK

30.1 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 28 of this agreement, the employee will receive the minimum hours specified above or hours actually worked, 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 Building Operations.

ARTICLE 31 - UNIFORMS

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

31.2 Uniform shirts or tops shall be mandatory and will be provided to all custodial staff. Six shirts or tops per year by July 1st of each year.

ARTICLE 32 – CUSTODIAL AND MAINTENANCE RETIREMENT BENEFITS

32.1 Retirement Medical and Dental - In the event an employee between the ages of fifty-five (55) and sixty-five (65) who is qualified for unreduced 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.

32.2 VEBA Health Savings Account (Medical and Dental Insurance Benefit)

(Group 1) – For full time employees (6 hours of more per day) who as of November 1, 2001, had vested in the MCCSC 401 (a) savings plan pursuant to Section 29.1 (c) (Tier 1) of the Agreement who retire with unreduced retirement benefits under the Rule of 85 with PERF, and:

- (1) The individual has been enrolled in the health and/or dental insurance program in the year immediately preceding retirement; and
- (2) The individual has been employed by the MCCSC for a minimum of ten (10) years; and
- (3) The individual agrees to pay the balance of the premium cost after the Board contribution is applied; the Board shall establish and maintain a pooled VEBA (Voluntary Employee Beneficiary Association) plan pursuant to Section 510(c)(9) of the Internal Revenue Code.

For employees in Group 1, the following will apply when the employee actually retires from Monroe County Community School Corporation:

The School Corporation agrees to provide an amount equal to the present value of \$212.80 monthly if the retiree had single coverage or \$468.88 monthly if the retiree had family coverage, plus \$17.35 monthly if the retiree had single dental coverage or \$62.11 monthly if the retiree had family dental coverage for each month between their actual retirement date and the month before their eligibility for Medicare coverage as prescribed by 42 USC 1395 *et. seq.*, as in effect on November 1, 2005. The assumed interest rate for purposes of determining the present value shall be 5%. In order to be eligible for the amounts shown, the retiree must have been enrolled in the plan or plans they wish to continue in the school year immediately preceding retirement.

This present value shall be deposited into an individual VEBA (Voluntary Employee Beneficiary Association) account in the retiring employee's name. The deposit shall first come from the pooled VEBA (Voluntary Employee Beneficiary Association) account and if that account is exhausted, then from the School Corporation.

(Group 2) – For employees hired by the Board of School Trustees of the Monroe County Community School Corporation prior to May 1, 2004, who as of November 1, 2001 had not vested in the MCCSC 401(a) Savings Plan pursuant to Section 29.1c (Tier 1) of the Agreement, the following language will apply:

The Board shall establish a VEBA (voluntary Employee Benefit Assistance) plan pursuant to 501(c)(9) of the Internal Revenue Code. For employees in Group 2 the school corporation deposit an amount equal to one half of one percent (.5%) of each employee's base pay amount annually into an individual VEBA account on behalf of each employee. This one half of one percent (.5%) ongoing contribution will vest with an employee upon completion of five (5) years of continuous service with the School Corporation. One year of service shall be credited upon completion of one hundred twenty (120) days in a given school year. Years of service completed prior to November 1, 2005, shall be credited toward completion of the five (5) year vesting period. In addition to this ongoing contribution, the school corporation shall deposit a one-time lump sum payment of two hundred dollars (\$200.00) into an individual VEBA account on behalf of each employee.

(Group 3) - For employees hired by the Board of School Trustees of the Monroe County Community School Corporation on or after May 1, 2004, the following language will apply:

The Board shall establish a VEBA (voluntary Employee Benefit Assistance) plan pursuant to 501(c)(9) of the Internal Revenue Code. For employees in Group 3 the school corporation shall deposit an amount equal to one half of one percent (.5%) of each employee's base pay amount annually into an individual VEBA account on behalf of each employee. This one half of one percent (.5%) ongoing contribution will vest with an employee upon completion of five (5) years of continuous service with the School Corporation. One year of service shall be credited upon completion of one hundred twenty (120) days in a given school year. Years of service completed prior to November 1, 2005, shall be credited toward completion of the five (5) year vesting period.

In addition to this ongoing contribution, the school corporation shall deposit a one-time lump sum payment of two hundred dollars (\$200.00) into an individual VEBA account on behalf of each employee.

- 32.3 Retirement Life Insurance - \$15,000 term life coverage for employees enrolled in the life insurance program at the time of retirement, who retire at age 55 or older, qualify for unreduced PERF, and have been employed with MCCSC for ten or more continuous years will receive life insurance under the group plan until the employee's death conditioned upon the payment of one dollar (\$1) per year by January 30th.

D-4 CUSTODIANS

ARTICLE 33 – CUSTODIAL (D-4) SALARY SCHEDULE

33.1 Effective January 1, the salary schedule shall be:

	Hourly Salary Effective 1/1/19	Hourly Salary Effective 1/1/20	Hourly Salary Effective 1/1/21
Custodial D-4	\$14.27	\$14.70	\$15.12

33.2 D-4 custodians are employed for 185 days per school year. There will be a maximum of ten (10) D-4 custodial positions in the School Corporation (3 days before student start date and 2 days after student end date).

ARTICLE 34 - ELIGIBILITY FOR PAID TIME OFF - CUSTODIAL (D-4)

34.1 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) Six (6) paid holidays (see Article 35.1)
- (4) No vacation days
- (5) Other applicable leave policies

34.2 Custodial employees hired on or after March 9, 2012, who work less than 52 weeks and/or less than eight (8) hours per day but at least five (5) hours per day (grandfather 3.5 hours per day for employees hired prior to March 9, 2012) shall receive the school corporation's contribution to hospital/medical and dental insurance premiums on a pro-rated basis.

ARTICLE 35 - PAID HOLIDAYS - CUSTODIAL (D-4)

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

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day

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

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

35.4 If an employee is absent the last work day prior or first work day following a paid holiday or school break, he or she will not receive that holiday's pay. The exception will be an employee who is ill and provides a physician statement attesting to the illness. Employees who use vacation or personal business benefit time must have prior written approval from the appropriate department Director.

ARTICLE 36 - INSURANCE – CUSTODIAL (D-4)

36.1 Hospitalization/Medical and Dental - The School Corporation will contribute the following annual insurance contribution for each full time custodial employee for the term of this Agreement. The amounts below shall be pro-rated based on the number of days worked.

**2020
Medical**

Plan	Single	Family
Plan A	\$6,706.68	\$13,207.69
Plan B	\$6,064.77	\$9,992.89
Plan C	\$5,837.30	\$9,617.88

**2020
Dental**

Family Plan \$1,086.68
Single Plan \$ 317.36

- a. Effective January 1, 2013, two (2) married employees working for the School Corporation who elect the health and/or medical benefit shall be entitled to the greater of one family plan contribution and one single plan contribution for their respective employee groups.
- b. Two employees of the custodian staff (employee with a spouse) working for the MCCSC in benefited positions and participating in the family dental plan will receive one family dental plan contribution.
- c. Effective January 1, 2020 and continuing through the term of this agreement, the minimum school corporation contributions to the medical insurance premiums will not be less than percentages contributed during the 2019 premium year. The status quo at the end of this Agreement is the actual dollar school corporation contribution to the single and family plans.

36.2 Vision Insurance – The School Corporation, commencing January 1, 2020, will make a voluntary vision plan available at the employee's option and cost.

ARTICLE 37 - WORK DAY, WEEK - CUSTODIAL (D-4)

37.1 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.

ARTICLE 38 – UNIFORMS - CUSTODIAL (D-4)

38.1 Uniform shirts or tops shall be mandatory and will be provided to all custodial staff. Six shirts or tops per year.

Section 3

Food Service Staff

FOOD SERVICE

ARTICLE 39 - FOOD SERVICE SALARY SCHEDULE

39.1 Effective January 1, the Salary Schedule shall be:

	Hourly Salary Effective 1/1/19	Hourly Salary Effective 1/1/20	Hourly Salary Effective 1/1/21
Cook I	\$11.46	\$11.80	\$12.14
Cook II (backup to Supervisor I)	\$11.61	\$11.96	\$12.30
Assistant Supervisor (backup to Supervisor II)	\$11.73	\$12.08	\$12.42
Food Service Supervisor I (staff of three or fewer or backup for high school)	\$13.87	\$14.29	\$14.70
Food Service Supervisor II (staff of four or more)	\$15.18	\$15.64	\$16.09

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

39.2 Employees currently above the salary schedule for their classification will remain at the current salary levels.

39.3 Employees hired prior to January 1, 1981, will qualify for the following hourly increment on the years noted below within the same employee group: (Increment will be in addition to any across the board raises)

Years within the same employee group	<u>Cook I</u>	<u>Cook II</u>	<u>Supervisor</u>	<u>Supervisor I</u>	<u>Supervisor II</u>
15 years	.50	.50	.50	.50	.50
20 years	.50	.50	.50	.50	.50
25 years	.15	.15	.15	.15	.15

39.4 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, within the same employee group.

39.5 Food service employees who have active certification through the School Nutrition 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.

39.6 Food service employees will be paid at a rate of time and a half for hours worked for special events during the school year.

- 39.7 Food Service employees interested in working catering events scheduled outside of regular school hours must respond to the request for volunteers in advance. Food Service will actively seek volunteers in advance. Food Service will actively seek volunteers in December, May and August of each year. The opportunity to work catering events will be offered to employees (on the volunteer list) based on building seniority and the ability to perform the necessary tasks. If no one in the assigned building is interested in the work; Food Service will offer the work to volunteers from other buildings. If no one from the volunteer list is available or interested in the event; Food Service will staff the event with any employee interested at the time.
- 39.8 When employees are required to attend job related meetings required by SCHOOLS which are outside the employee's regular shift, they will be paid their regular hourly rate for the time spent in the meeting. If the meeting creates an overtime pay situation, Schools may adjust schedule to avoid overtime. This does not pertain to labor management or negotiation meetings.
- 39.9 Food Service employees are employed for 180 days per school year and additional time for opening and ending the school as approved by the Director of Food Service.

ARTICLE 40 - ELIGIBILITY FOR PAID TIME OFF

- 40.1 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
- 40.2 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.

ARTICLE 41 - SICK LEAVE

- 41.1 The following schedule will be in effect for sick leave allowance, as of July 1, 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.

41.2 Sick days that remain unused accumulate.

41.3 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 42 - PERSONAL BUSINESS LEAVE

42.1 Each full-time food service 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.

42.2 In the event the employee has unused Personal Business Days on July 1, all remaining unused Personal Business Days shall convert to sick leave and may accumulate.

ARTICLE 43 - PAID HOLIDAYS

43.1 For Food Service benefited 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 (Thursday/Friday)
- Memorial Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving (Friday)
- Christmas Eve
- Christmas Day
- New Year's Eve

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.

43.2 If an employee is absent the last work day prior or first work day following a paid holiday or school break, he or she will not receive that holiday's pay. The exception will be an employee who is ill and provides a physician statement attesting to the illness. Employees who use vacation or personal business benefit time must have prior written approval from the appropriate department Director.

ARTICLE 44 – INSURANCE - FOOD SERVICE

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

**2020
Medical**

Plan	Single	Family
Plan A	\$6,706.68	\$13,207.69
Plan B	\$6,064.77	\$9,992.89
Plan C	\$5,837.30	\$9,617.88

2020
Dental

Family Plan	\$1,086.68
Single Plan	\$ 317.36

- a. Effective January 1, 2013, two (2) married employees working for the School Corporation who elect the health and/or medical benefit shall be entitled to the greater of family plan contribution and one single plan contribution for their respective employee groups.
 - b. Two employees of the food service staff (employee with a spouse) working for the MCCSC in benefited positions and participating in the family dental plan will receive one family dental plan contribution.
 - c. Effective January 1, 2020 and continuing through the term of this agreement, the minimum school corporation contributions to the medical insurance premiums will not be less than percentages contributed during the 2019 premium year. The status quo at the end of this Agreement is the actual dollar school corporation contribution to the single and family plans.
- 44.2 Vision Insurance – The School Corporation, commencing January 1, 2020, will make a voluntary vision plan available at the employee’s option and cost.
- 44.3 Basic Life Insurance – Basic life insurance coverage will be equal to one times the employee’s annual salary or \$30,000 whichever is greater. Coverage is contingent upon employee contribution of \$12.00 per year. The Board's pro-rated contribution shall be made on the first day of the month following the first sixty (60) days of the probationary period. Life Insurance will be effective the first day of the month following sixty (60) days of employment.
- 44.4 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.
- 44.5 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.

44.6 Cooks who work a minimum of six (6) hours per day will qualify for provisions of Article 44.1, Board contributions for medical / dental insurance.

ARTICLE 45 - WORK DAY, WEEK

- 45.1 **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.
- 45.2 **Training** – Food Service will have annual training. The actual date(s) will be determined by the Director of Food Service. Pay will be employee’s hourly rate times length of training. The training may occur on one (1) or more days.
- 45.3 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 46 – PROFESSIONAL MEMBERSHIP

- 46.1 All food service managers will be members of the School Nutrition Association. Membership will be owned and paid for by MCCSC. Managers will be required to attend one State Association sponsored training session per year. The corporation will pay registration fees for attendance at the selected workshop or conference. Certification fees where applicable will be the responsibility of the manager.

ARTICLE 47 – UNIFORMS

- 47.1 *Cash allowance:* All returning Food Service employees will receive a uniform allowance of \$150.00 on the first pay in August (All federal and state withholdings will be made). The cash allowance does not apply to new employees on probation.

Shoes: All returning Food Service employees will receive one pair of shoes or galoshes (grips) each fall from Corporation approved vendor. The shoe allocation does not apply to new employees on probation.

Shirts: Employees will receive 5 uniform shirts after probation is completed. Employees returning shall receive up to 5 shirts.

ARTICLE 48 – FOOD SERVICE STAFF RETIREMENT BENEFITS

- 48.1 **Retirement Medical/Dental** - In the event an employee between the ages of fifty-five (55) and sixty-five (65) who is qualified for unreduced 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 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.

- 48.2 **VEBA Health Savings Account (Medical and Dental Insurance Benefit)**

(Group 1) – For full time employees (6 hours of more per day) who as of November 1, 2001, had vested in the MCCSC 401 (a) savings plan pursuant to Section 29.1 (c) (Tier 1) of the Agreement who retire with unreduced retirement benefits under the Rule of 85 with PERF, and:

- (1) The individual has been enrolled in the health and/or dental insurance program in the year immediately preceding retirement; and
- (2) The individual has been employed by the MCCSC for a minimum of ten (10) years; and
- (3) The individual agrees to pay the balance of the premium cost after the Board contribution is applied; the Board shall establish and maintain a pooled VEBA (Voluntary Employee Beneficiary Association) plan pursuant to Section 510(c)(9) of the Internal Revenue Code.

For employees in Group 1, the following will apply when the employee actually retires from Monroe County Community School Corporation:

The School Corporation agrees to provide an amount equal to the present value of \$212.80 monthly if the retiree had single coverage or \$468.88 monthly if the retiree had family coverage, plus \$17.35 monthly if the retiree had single dental coverage or \$62.11 monthly if the retiree had family dental coverage for each month between their actual retirement date and the month before their eligibility for Medicare coverage as prescribed by 42 USC 1395 *et. seq.*, as in effect on November 1, 2005. The assumed interest rate for purposes of determining the present value shall be 5%. In order to be eligible for the amounts shown, the retiree must have been enrolled in the plan or plans they wish to continue in the school year immediately preceding retirement.

This present value shall be deposited into an individual VEBA (Voluntary Employee Beneficiary Association) account in the retiring employee's name. The deposit shall first come from the pooled VEBA (Voluntary Employee Beneficiary Association) account and if that account is exhausted, then from the School Corporation.

(Group 2) – For employees hired by the Board of School Trustees of the Monroe County Community School Corporation prior to May 1, 2004, who as of November 1, 2001 had not vested in the MCCSC 401(a) Savings Plan pursuant to Section 29.1c (Tier 1) of the Agreement, the following language will apply:

The Board shall establish a VEBA (voluntary Employee Benefit Assistance) plan pursuant to 501(c)(9) of the Internal Revenue Code. For employees in Group 2 the school corporation deposit an amount equal to one half of one percent (.5%) of each employee's base pay amount annually into an individual VEBA account on behalf of each employee. This one half of one percent (.5%) ongoing contribution will vest with an employee upon completion of five (5) years of continuous service with the School Corporation. One year of service shall be credited upon completion of one hundred twenty (120) days in a given school year. Years of service completed prior to November 1, 2005, shall be credited toward completion of the five (5) year vesting period. In addition to this ongoing contribution, the school corporation shall deposit a one-time lump sum payment of two hundred dollars (\$200.00) into an individual VEBA account on behalf of each employee.

(Group 3) - For employees hired by the Board of School Trustees of the Monroe County Community School Corporation on or after May 1, 2004, the following language will apply:

The Board shall establish a VEBA (voluntary Employee Benefit Assistance) plan pursuant to 501(c)(9) of the Internal Revenue Code. For employees in Group 3 the school corporation shall deposit an amount equal to one half of one percent (.5%) of each employee's base pay amount annually into an individual VEBA account on behalf of each employee. This one half of one percent (.5%) ongoing contribution will vest with an employee upon completion of five (5) years of continuous service with the School Corporation. One year of service shall be credited upon

completion of one hundred twenty (120) days in a given school year. Years of service completed prior to November 1, 2005, shall be credited toward completion of the five (5) year vesting period.

In addition to this ongoing contribution, the school corporation shall deposit a one-time lump sum payment of two hundred dollars (\$200.00) into an individual VEBA account on behalf of each employee.

- 48.3 Retirement Life Insurance - \$15,000 term life coverage for employees enrolled in the life insurance program at the time of retirement, who retire at age 55 or older, qualify for unreduced PERF, and have been employed for ten or more continuous years will receive life insurance under the group plan until the employee's death conditioned upon the payment of one dollar (\$1) per year by January 30th.

Section 4

Bus Drivers, Monitors and Bus Technicians

BUS DRIVERS, MONITORS AND BUS TECHNICIANS

ARTICLE 49 - BUS DRIVER (Corporation), BUS TECHNICIAN and MONITOR SALARY SCHEDULE AND BENEFITS

49.1 Effective January 1, the salary schedule for bus drivers shall be:

<u>Category</u>	<u>Years of Experience</u>	<u>Hourly Salary Effective 1/1/19</u>	<u>Hourly Salary Effective 1/1/20</u>	<u>Hourly Salary Effective 1/1/21</u>
I	1-4	\$17.78	\$18.31	\$18.83
II	5-14	\$18.82	\$19.38	\$19.93
III	15 and 15+	\$20.91	\$21.54	\$22.15

Effective January 1, the salary schedule for bus monitors shall be:

<u>Category</u>	<u>Years of Experience</u>	<u>Hourly Salary Effective 1/1/19</u>	<u>Hourly Salary Effective 1/1/20</u>	<u>Hourly Salary Effective 1/1/21</u>
I	1-4	\$11.71	\$12.06	\$12.40
II	5-14	\$11.76	\$12.11	\$12.46
III	15 and 15+	\$11.86	\$12.22	\$12.57

Bus Technicians

	<u>Hourly Salary Effective 1/1/19</u>	<u>Hourly Salary Effective 1/1/20</u>	<u>Hourly Salary Effective 1/1/21</u>
Level 1	\$22.45	\$23.12	\$23.78
Level 2	\$24.05	\$24.77	\$25.48

- ASE Master School Bus Technician
- Certification required
- Cost of certification up to \$300 reimbursable
- Bus Technicians employed as MCCSC Bus Technicians prior to October, 2003 will be exempt from certification requirement.

49.2 Those employees who are bus technicians will receive a tool allowance of Twenty Dollars (\$20.00) 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.

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

49.3 Hospitalization, Medical and Dental - The School Corporation will contribute the following annual insurance contribution for each full time bus technician, bus driver and monitor for the term of this AGREEMENT:

2020
Medical

Plan	Single	Family
Plan A	\$6,706.68	\$13,207.69
Plan B	\$6,064.77	\$9,992.89
Plan C	\$5,837.30	\$9,617.88

2020
Dental

Family Plan	\$1,086.68
Single Plan	\$ 317.36

- a. Employees who were married prior to January 1, 2013, and who were both employed by the school corporation in a benefited position on December 31, 2012 will be grandfathered and will pay \$1,622.90 in 2012 if at least one of the two qualifies as 1.0 FTE for insurance benefits. If neither qualifies as 1.0 FTE for insurance benefits the annual cost state above will be prorated based upon the FTE of the employee with the greater full time equivalency.

Two (2) employees working for the School Corporation who are married or hired on or after January 1, 2013, who elect the health and/or medical benefits, shall be entitled to the greater of one family plan contribution and one single plan contributions for their respective employee groups.

- b. Two bus drivers and monitors working for the MCCSC and participating in the family dental plan will receive one family dental contribution.
- c. Effective January 1, 2020 and continuing through the term of this agreement, the minimum school corporation contributions to the medical insurance premiums will not be less than percentages contributed during the 2019 premium year. The status quo at the end of this Agreement is the actual dollar school corporation contribution to the single and family plans.

49.4 Vision Insurance – The School Corporation, commencing January 1, 2020, will make a voluntary vision plan available at the employee’s option and cost.

49.5 Bus drivers who work a minimum of five (5) hours per day and monitors who work 4.5 hours per day qualify for the provisions of Article 50.2, Board contributions for medical/dental insurance. The five (5) hours benefit qualification for 1.0 FTE for bus drivers and four and a half (4.5) for bus monitors are hours assigned to daily bus route assignments and do not include trips, shuttles, and other transportation assignments.

49.6 Basic Life Insurance – Basic life insurance coverage will be equal to one times the employee’s annual salary or \$30,000 whichever is greater. Coverage is contingent upon employee contribution of \$12.00 per year. The Board’s pro-rated contribution shall be made on the first day of the month following the first sixty (60) days of the probationary period. Life Insurance will be effective the first day of the month following sixty (60) days of employment.

49.7 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.

49.8 Bus drivers and monitors are to be compensated for paid leave days based on the number of hours assigned to daily bus route assignments and does not include trips, shuttles, and other transportation assignments.

For daily bus route assignments that require bus drivers and monitors to transport to a school or facility that resides outside of MCCSC attendance boundaries for the students' instructional purposes, bus drivers and monitors are to be compensated for paid leave days the number of hours assigned to daily bus route assignments and does not include trips, shuttles and other transportation assignments.

49.9 Bus drivers who work minimum of five (5) hours per day and bus monitors who work 4.5 hours per day will qualify for 1.0 FTE, full time status, in the benefit areas of sick and personal business leave.

49.10 New employees shall be granted experience credit only for previous years' experience in driving a school bus. As vacancies occur in routes, drivers presently employed will be given preferential treatment in filling such positions. All other factors being equal, seniority will prevail. Bus drivers will have their bus route seniority, for route selection, determined by the first date of employment within the bus driver classification.

49.11 New employees shall be granted experience credit only for previous years' experience in monitoring on a school bus. As vacancies occur in routes, monitors presently employed will be given preferential treatment in filling such positions. All other factors being equal, seniority will prevail. Bus monitors will have their bus routes by seniority, for route selection, determined by the first date of employment within the monitors' classification.

49.12 Twenty-five hour work week – routes to area to be covered shall be established by the employer and are subject to change from time to time.

a. Additional distance may be added to any route or changes made in driving responsibilities without change in compensation provided that the total time required to complete all routes and other duties does not exceed five hours per day on the average. The transportation department will compile a list of all routes which do not require five hours per day to complete. Drivers whose route is on this list may be required to perform extra runs from time to time. The transportation department will use a routing list when assigning extra duties. The initial list will have the least senior driver first. Drivers are to be paid for any time worked over twenty five hours in one week.

b. Management has the right to reassign drivers to routes that best serve the needs of the corporation and students. When doing so drivers will be notified in writing why such reassignment is necessary.

c. Occasionally routes may be designated to receive additional compensation of \$2.00 per hour for either the remainder of the current school year or the subsequent school year. Routes will be posted and will be made at management's discretion based on, but not limited to seniority, experience, and prior work performance. Drivers and monitors who are assigned to these routes must be able to build relationships with students, clearly communicate expectations to students, implement seating charts, use appropriate behavior modification strategies with students and de-escalate situations. Drivers who agree to accept the additional compensation must remain in the position until the end of the school year for which the assignment is made unless reassigned by the School Corporation.

d. Drivers and monitors designated as "substitute" status will receive additional compensation of \$1.00 per hour while performing substitute duties. All other assignments and routes will be compensated at the standard applicable hourly rate, except those routes designated by the School Corporation to receive additional compensation under "C" above.

- e. The number of routes that are to be held for maintenance / supervisor personnel will be identified, limited, and part of the 50 routes already allowed for outsourcing.

49.13 Bus Drivers and Monitors working less than eight hours per day, the following holidays will be granted:

- New Year's Day
- Martin Luther King Jr. Day
- Two days during spring break - Thursday & Friday
- Memorial Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

If an employee is absent the last work day prior or first work day following a paid holiday or school break, he or she will not receive that holiday's pay. The exception will be an employee who is ill and provides a physician statement attesting to the illness. Employees who use vacation or personal business benefit time must have prior written approval from the appropriate department Director.

49.14 Bus Drivers and Monitors working less than eight hours per day, the following days will be granted (after probation):

- a. Ten sick days
- b. Three personal business days
- c. One emergency day

These will be pro-rated for new employees based on start date. The full amount of days will be granted the following July 1.

Bus drivers and monitors will receive a written notice or approval / denial within two (2) business days after submitting a request for personal business time.

49.15 If a driver is required to return to the bus lot for drug testing that does not fall immediately before or after their routes, (a.m., noon, or p.m.) they will receive two hours pay at their regular rate. This excludes take home buses/drivers returning to the lot for a drug test immediately before or after their route. (a.m., noon, p.m.)

49.16 Bus drivers and monitors may elect to receive pay over 26 pays. Employees must indicate election by April 30th for the following school year. The election will remain in effect throughout the entire school year.

ARTICLE 50 – BUS DRIVERS, MONITORS, AND BUS TECHNICIAN RETIREMENT BENEFITS

50.1 Retirement Medical/Dental - In the event an employee between the ages of fifty-five (55) and sixty-five (65) who is qualified for unreduced 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.

50.2 VEBA Health Savings Account (Medical and Dental Insurance Benefit)

The Monroe County Community School Corporation and AFSCME Local 3995 hereby agree that for corporation bus drivers and bus monitors specified below the following language will apply:

(Group 1) – For full time employees (bus drivers working a minimum of 5 hours per day and bus monitors working a minimum of 4.5 hours per day) who as of November 1, 2001, had vested in the MCCSC 401 (a) savings plan pursuant to Section 29.1 (c) (Tier 1) of the Agreement who retire with unreduced retirement benefits under the Rule of 85 with PERF, and:

- (1) The individual has been enrolled in the health and/or dental insurance program in the year immediately preceding retirement; and
- (2) The individual has been employed by the MCCSC for a minimum of ten (10) years; and
- (3) The individual agrees to pay the balance of the premium cost after the Board contribution is applied; the Board shall establish and maintain a pooled VEBA (Voluntary Employee Beneficiary Association) plan pursuant to Section 510(c)(9) of the Internal Revenue Code. For employees in Group 1, the following will apply when the employee actually retires from Monroe County Community School Corporation:

The School Corporation agrees to provide an amount equal to the present value of \$166.34 monthly if the retiree had single coverage or \$415.83 monthly if the retiree had family coverage, plus \$11.77 monthly if the retiree had single dental coverage or \$40.30 monthly if the retiree had family dental coverage for each month between their actual retirement date and the month before their eligibility for Medicare coverage as prescribed by 42 USC 1395 *et. seq.* as in effect on November 1, 2005. The assumed interest rate for purposes of determining the present value shall be 5%. In order to be eligible for the amounts shown, the retiree must have been enrolled in the plan or plans they wish to continue in the school year immediately preceding retirement.

This present value shall be deposited into an individual VEBA (Voluntary Employee Beneficiary Association) account in the retiring employee's name. The deposit shall first come from the pooled VEBA (Voluntary Employee Beneficiary Association) account and if that account is exhausted, then from the School Corporation.

(Group 2) – For employees hired by the Board of School Trustees of the Monroe County Community School Corporation prior to May 1, 2004, who as of November 1, 2001 had not vested in the MCCSC 401(a) Savings Plan pursuant to Section 29.1(c) (Tier 1) of the Agreement, the following language will apply:

The Board shall establish a VEBA (Voluntary Employee Benefit Assistance) plan pursuant to 501(c)(9) of the Internal Revenue Code. For employees in Group 2 the school corporation shall deposit an amount equal to one half of one percent (.5%) of each employee's base pay amount annually into an individual VEBA account on behalf of each employee. This one half of one percent (.5%) ongoing contribution will vest with an employee upon completion of five (5) years of continuous service with the School Corporation. One year of service shall be credited upon completion of one hundred twenty (120) days in a given school year. Years of service completed prior to November 1, 2005, shall be credited toward completion of the five (5) year vesting period.

In addition to this ongoing contribution, the school corporation shall deposit a one-time lump sum payment of two hundred dollars (\$200.00) into an individual VEBA account on behalf of each employee.

(Group 3) - For employees hired by the Board of School Trustees of the Monroe County Community School Corporation on or after May 1, 2004, the following language will apply:

The Board shall establish a VEBA (voluntary Employee Benefit Assistance) plan pursuant to 501(c)(9) of the Internal Revenue Code. For employees in Group 3 the school corporation shall deposit an amount equal to one half of one percent (.5%) of each employee's base pay amount annually into an individual VEBA account on behalf of each employee. This one half of one percent (.5%) ongoing contribution will vest with an employee upon completion of five (5) years of continuous service with the School Corporation. One year of service shall be credited upon completion of one hundred twenty (120) days in a given school year. Years of service completed prior to November 1, 2005, shall be credited toward completion of the five (5) year vesting period.

In addition to this ongoing contribution, the school corporation shall deposit a one-time lump sum payment of two hundred dollars (\$200.00) into an individual VEBA account on behalf of each employee.

50.3 Retirement Life Insurance - \$15,000 term life coverage for employees enrolled in the life insurance program that retire at age 55 or older and qualify for unreduced PERF benefits, paid under the group plan until the employee's death conditioned upon the payment of \$1 per year by January 30th.



MONROE COUNTY
 COMMUNITY SCHOOL CORPORATION
 ENGAGE. EMPOWER. EDUCATE.

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

Passed by a majority vote of the Board's Membership in public session on the November 19, 2019.

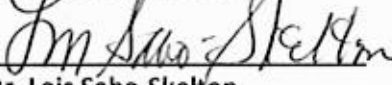
For Monroe County Community School Corporation

Dr. Judith DeMuth



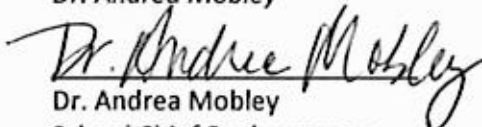
 Dr. Judith DeMuth
 Superintendent

Dr. Lois Sabo-Skelton



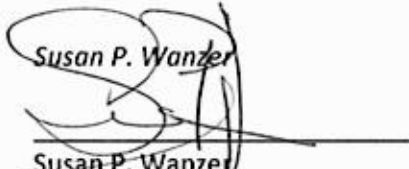
 Dr. Lois Sabo-Skelton
 President, Board of Trustees

Dr. Andrea Mobley



 Dr. Andrea Mobley
 School Chief Spokesperson

Susan P. Wanzer



 Susan P. Wanzer
 Secretary, Board of Trustees

ATTEST:

John Kenny

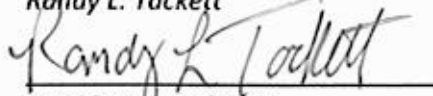


 John Kenny
 Director of Business Operations

Ratified this 16th day of November, 2019

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

Randy L. Tackett



 President, Local 3995

Jay Wallace



 AFSCME Council Representative

APPENDIX A

AFSCME/MCCSC

GRIEVANCE REPORT FORM

Distribution of Form

in Triplicate

Step I - Principal

Step II - Director of Building Operations

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: