

COLLECTIVE BARGAINING AGREEMENT

between

MONROE COUNTY COMMUNITY SCHOOL CORPORATION

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

(AFSCME) LOCAL 3995

Effective

January 1, 2010 – December 31, 2011

Classifications

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

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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

- 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. The current Drivers Manual and the State of Indiana prescribed contract for school bus drivers are recognized by SCHOOLS and UNION as the governing documents for day to day operations. Any change in the Drivers Manual will be by mutual agreement between SCHOOLS and UNION. 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 and agree on 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 Spokesman.

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

ARTICLE 5 - RIGHTS AND RESPONSIBILITIES (SCHOOLS)

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

from duty in accordance with current MCCSC Policy and Guidelines, and to maintain discipline and efficiency among its employees. 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.
- 5.3 Except as provided in this AGREEMENT, nothing shall be deemed to limit SCHOOLS in any way in its exercise of the regular and customary functions of management.

ARTICLE 6 - RIGHTS AND RESPONSIBILITIES (UNION)

- 6.1 Employees covered by this AGREEMENT shall have the right to form, join, or assist employee organizations, to participate in collective bargaining with SCHOOLS through representatives of their own choosing and to engage in other legal activities, individually or in concert, for the purpose of establishing, maintaining, or improving terms and conditions of employment as outlined in Article 2, 2.1.c.
- 6.2 The UNION and its representatives shall have the right to use school buildings as specified in current MCCSC Policy and Guidelines.
- 6.3 The UNION may provide and exclusively utilize a bulletin board located in each unit within an area normally accessible to employees for the purpose of posting UNION notices.
- 6.4 This AGREEMENT is in no way intended to take away the right of individual employees to present views to and discuss with the employer (SCHOOLS) on matters affecting his person. Further, no discrimination by the employer or by the union against any employee regardless of membership or non-membership in the UNION shall result from this AGREEMENT or its execution or enforcement.
- 6.5 Membership in the UNION shall in no way constitute a condition for initial hiring or continuance of employment.
- 6.6 UNION shall furnish SCHOOLS a list of stewards and their assigned work unit and shall keep the list current at all times.

ARTICLE 7 - UNION ACTIVITIES

- 7.1 Scheduled work time shall not be used to carry out UNION functions except as outlined under ARTICLE 11 - Grievance Procedure, Section 11.5 entitled "Appearance and Representation", ARTICLE 12 - Labor Management Committee, Section 12.4, entitled "Hours", and ARTICLE 4, Section 4.2 "Negotiations Time Table."
- 7.2 The UNION and the SCHOOLS agree to work with each other within the SCHOOLS' established process for policy development.
- 7.3.
- a. New employee orientations will be established on a monthly basis, or additionally as needed. The local president or designee shall be granted one-half hour, as a participant to discuss AFSCME at the conclusion of the orientation.
 - b. Schools will notify local AFSCME President on the start date of all new bargaining unit employees within five (5) days of their hire date.

ARTICLE 8 - DUES DEDUCTION

- 8.1 Employees may voluntarily submit to the SCHOOLS, either individually or through the UNION, dues deduction authorization forms authorizing the SCHOOLS to deduct annual dues of the UNION from their salary. These deductions shall be made on a continual basis until withdrawn in writing and the amount so deducted remitted to the Union according to the following conditions:
- a. Deduction authorization is only for full school year's dues;
 - b. Amounts collected shall be remitted to the UNION twice per month;
 - c. Withdrawal of dues deduction authorizations for the succeeding school year shall be in writing and must be submitted to the Business Office prior to September 1;
 - d. UNION shall certify the amount of the dues by August 25.
 - e. Dues shall be deducted on the same pay dates group insurance premiums are deducted from the pay of bargaining unit members (24 pays for year-round staff and 18 pays for school year staff).
 - f. During the months in which three pays occur, the third deduction of dues will be sent to Local 3995.
- 8.2 UNION agrees to hold SCHOOLS and its agents harmless for any claims, suit, or judgment brought by any employee for said deduction.

ARTICLE 9 - WITHHOLDING OF SERVICES

- 9.1 As the services performed by the employees covered in this AGREEMENT are essential to the welfare of the SCHOOLS and to the students dependent thereon, UNION agrees that in no event whatsoever, during the term of this AGREEMENT, will the UNION, or any of the employees covered by this AGREEMENT,

initiate, authorize, sanction, encourage, support, or engage in any strike, slow-down, work stoppage, or other concerted action. Nor shall there be any strike or interruption of services because of any dispute or disagreement between any other persons (or other employees or unions) who are not signed parties to this AGREEMENT.

- 9.2 SCHOOLS shall not pay any school employee for any day when the employee fails, as a result of a strike or work stoppage, to report to work as required by the school calendar.

ARTICLE 10 - ASSIGNMENT AND TRANSFER

- 10.1 The initial assignment of staff members and their transfer to positions in the various schools and departments of the school corporation shall be made by the Superintendent or his designee on the basis of the following criteria which are listed in order of priority. [See 10.2. (a) through (e) below.]

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

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

10.2 Vacancies and Posting

- a. All bargaining unit job openings will be posted in a timely manner after receiving written notice of resignation, termination, or establishment of new position. Positions will be posted five working days and filled within thirty working days. Individual departments (transportation, food service, custodial) will post vacancies internally for three to five days to allow for lateral transfer before posting system wide.
- b. All service staff vacancies will be announced by placing a notice on a staff bulletin board at each campus location.
- c. Current employees will be allowed five (5) working days to indicate to the Personnel Office an interest in the position.
- d. The Assistant Superintendent for Human Resources and Personnel or designee will review the evaluations and credentials of those responding to the posting and will schedule interviews first with the internal staff possessing the highest qualifications for the position. Recommendations, for final action by the School Board, will be made for the position by the Human Resources Office with concurrence by the immediate supervisor(s), using the criteria stated in 10.1 (a) through (c).
- e. Employees who have been interviewed for a position shall be notified within ten (10) working days after the interview if they are no longer being considered for the position.

10.3 Elimination of Positions

- a. Employees displaced by the elimination of positions through consolidation, the installation of new equipment or machinery, the curtailment or replacement of existing facilities, shall be given preferential consideration, based on seniority, for transfer to other positions 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 anytime the employee thus transferred is placed in a position which has a salary equal to or greater than the one which was eliminated, the employee assumes the salary classification of the new position.
- c. If the need arises to move a bargaining unit employee due to performance or disciplinary issues, the administrator and the union will meet to discuss the need for the transfer.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 Definitions

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

11.2 Purpose and Intent

- a. The resolution of grievances promotes positive working conditions, elevates employee morale, and encourages contribution of services and talents for the maximum benefit to the school, the students,

and the community. The primary functions of the grievance procedures are:

- (1) To provide an orderly procedure for an employee to present a grievance to appropriate administrative staff members.
 - (2) To secure an equitable solution of a grievance at the lowest procedural level wherever possible.
 - (3) To assure the employee(s) that there are open channels for redressing a grievance without fear of intimidation, coercion, discrimination, or any form of reprisal.
- b. For dismissal for cause or other terminations, employees shall elect a remedial process, either the grievance procedure (Article 11), or the administrative hearing contained in current School Board Policy. The selection of one shall mutually exclude the use of all others.

11.3 Informal Procedure - Step One

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

11.4 Formal Procedure

a. Step Two

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

b. Step Three

- (1) In the event that the grievance is not resolved at Step Two, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Step Three provided said appeal is filed with the Superintendent or his designee within five (5) working days of receipt of the written answer to Step Two. The appeal shall include a copy of all materials and evidence previously submitted and a copy of, at the same time, shall be given to the principal or supervisor involved.
 - (2) The grievant shall submit the written claim, signed by him, to the Superintendent of Schools. Within five (5) working days from the receipt of the grievance, the Superintendent or his designee may hold a formal hearing(s) prior to the rendering of the written decision, and additional time beyond the five (5) working days shall be allowed if the Superintendent or his designee determines further investigation is necessary.
- c. Step Four
- (1) In the event that the grievance is not resolved at Step Three, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to arbitration provided said appeal is filed with the Board within ten (10) working days of receipt of the written answer to Step Three. The appeal shall be in writing and include a copy of all materials and evidence previously submitted.
 - (2) The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
 - (3) The decision of the arbitrator shall be advisory. The Board may implement the decision in whole or in part, or may reject the arbitrator's recommendation in their entirety.
 - (4) The arbitrator shall have no power to amend, subtract from, add to, alter, disregard, or modify any of the terms of this AGREEMENT.
 - (5) The fees and expenses of the impartial arbitrator shall be shared equally by the Board and UNION. All other expenses shall be borne by the party incurring them.
 - (6) The Board and UNION agree that neither party shall be permitted to rely on grounds or on any evidence not previously disclosed to the other party.

11.5 Appearance and Representation

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

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

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

11.7 Time Limits

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

11.8 Legal Rights:

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

11.9 Arbitrator's Authority

- a. The AGREEMENT constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine the disputed grievance and to determine disputed facts upon which the grievance depends. The arbitrator shall, therefore, not have authority, nor shall he consider his function to include, the decision of any issue not submitted or to so interpret or apply the AGREEMENT as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.
- b. The Arbitrator has no obligation or function to render an advisory decision or not to render an advisory decision merely because, in his opinion such a decision is fair or inequitable.
- c. In any case, where the arbitrators determine that such grievance fails to meet said test of arbitrability, they shall refer the case back to the parties without a recommendation on the merits.
- d. Unless expressly agreed to by the parties, in writing, the Arbitrator is limited to hearing one issue or grievance upon its merits at any one hearing.

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

12.1 Committee

The Labor Management Committee shall be composed of five members from each party:

SCHOOLS - Director of Extended Services, Director of Planning, Director of Food Services, Director of Transportation, Assistant Superintendent for Human Resources and Personnel

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 incentive;
 - (3) efficiency;
 - (4) vocational education training; and
 - (5) promotion and transfer policies.

12.3 Restrictions

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

12.4 Hours

- a. 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 (Formerly 17) - ELIGIBILITY FOR BENEFITS

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

- 13.2 Employees who work less than a 1.0 FTE but at least three and one-half (3.5) hours per day and those who work less than 52 weeks shall be eligible to receive Board contribution for health and dental insurance, sick leave, paid holidays and personal business leave. Individuals employed for more than three and one-half (3.5) hours but less than the specified hours for 1.0 FTE and those who work less than 52 weeks, may receive benefits on a pro-rated basis matching their number of days worked and/or FTE equivalence.
- 13.3 Employees who work less than eight (8) hours per day but at least three and one-half (3.5) hours per day shall receive sick leave, paid vacation, paid holidays and personal business leave on a pro-rated basis as outlined in Sections 2-4 of the agreement.

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

- 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.
- 13.5 Probation periods will not be extended past ninety days.

ARTICLE 14 (Formerly 20) - ATTENDANCE INCENTIVE

- 14.1 Effective July 1, 2010, each full-time, benefited employee is eligible for an attendance bonus if the employee meets the following criteria:

Year-Round Employee (52 weeks) must work one (1) full year to be eligible, (July 1 – June 30)

School-Year Employee (Less than 52 weeks) must work a full school year to be eligible (Sept 1 – end of school year)

For perfect attendance, no use of sick or personal business days, the employee will receive an annual incentive payment of \$500.00. All federal and state withholdings will be made.

For use of three or less of combined sick and personal business days calculated on the employees' factor hours, the employee will receive an annual incentive payment of \$350.00. All federal and state withholdings will be made.

The incentive payment will be paid on or before July 31st of each year.

ARTICLE 15 (Formerly 21) - BEREAVEMENT LEAVE

- 15.1 Each employee shall be entitled to bereavement leave not to exceed five school days with pay on account of death in the immediate family during the period before and after death. In the case of death of other relatives, the employee shall be entitled to bereavement leave of one day without loss of compensation.
- a. Employees will notify their immediate supervisor of intent to use bereavement leave.
 - b. Immediate family is defined as father, mother, brother, sister, child, wife, husband, grandparent,

grandchild, step-father/mother/brother/sister, foster father/mother/brother/ sister, father, mother-in-law, son/daughter-in-law, and any other person who at the time of death was living as a member of the household of the employee.

- c. "Death of other relatives" referred to in the policy statement is interpreted to include the employee's uncle, aunt, first cousin, niece, nephew, brother/sister-in-law (sibling's spouse and spouse's siblings), spouse's grandparent, or spouse's step-parent.

ARTICLE 16 (Formerly 25) - CHANGE OF CLASSIFICATION

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

ARTICLE 17 (Formerly 26) PAYROLL/TIME RECORDS

- 17.1 School Cancellations - If school is canceled after the start of the employee's scheduled workday, the employee will be compensated for a minimum of two (2) hours pay.
- 17.2 Overtime Pay - Overtime pay at time-and-a-half shall begin with the 41st hour worked during any given week. Paid leaves of absence shall be considered hours worked when determining overtime pay.

ARTICLE 18 (Formerly 28) - 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 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 (Formerly 30) - 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% of the employee's base salary. Base salary does not include pay for summer school, ECA assignments or workshops.
- b. Contributions already being made to a 403(b) program do count toward the employee's 1%.

- c. Employees are vested after five (5) years of participation. Current employees will be vested after completing five (5) years with the MCCSC. Employees who have been with the MCCSC more than five (5) years are already vested. Vesting means the employee gets to keep the balance in the account even if no longer employed by the MCCSC.

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 (Formerly 31) - 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, or age. Equal employment opportunity refers to all applicable corporation practices, including employee recruiting, hiring, transferring, training, promoting, disciplining, terminating, and all other conditions or privileges of employment. The selection of persons for positions with the Monroe County Community School Corporation is based upon the qualifications and abilities to do the job.
- 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 Extended Services.

ARTICLE 21 (Formerly 32) - 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 12th day of October 2010, 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, 2010.
- 21.5 This AGREEMENT shall become effective upon final ratification by the appropriate persons of both parties and shall continue in effect through December 31, 2011.
- 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:

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 34.

ARTICLE 22 (Formerly 13) - CUSTODIAL/MAINTENANCE SALARY SCHEDULE

22.1 Effective January 1, the salary schedule shall be:

	Hourly Salary Effective 1/1/2010	Hourly Salary Effective 1/1/2011
Class A Skilled	\$17.011	\$17.011
	Hourly Salary Effective 1/1/2010	Hourly Salary Effective 1/1/2011
Custodial Supervisor D-1	\$13.567	\$13.567
Custodial Assistant Supervisor D-2	\$12.851	\$12.851
D-3	\$12.368	\$12.368

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

	A	D-1	D-2	D-3
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 All employees who, due to increments received prior to January 1, 1985, are below the highest salary level for their experience categories, (15-19 years, 20-24 years, 25+ years) will be raised to the highest salary level of their respective categories.

22.4 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.

22.5 New employees shall be on probation for a period of 90 calendar days during the position's normal work schedule at 8% less salary.

22.6 Those employees who are garage mechanics will receive a tool allowance of Fifteen Dollars (\$15.00) per week paid in a lump sum amount on the last payday in June and the last payday in December of each calendar year. It is recognized that the employer will make all necessary federal and state withholdings and deductions on said payments.

ARTICLE 23 (Formerly 17) - ELIGIBILITY FOR BENEFITS

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

ARTICLE 24 (Formerly 18) - 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 days that remain unused accumulate.
- 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.

ARTICLE 25 (Formerly 19) - 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, one (1) of the unused days will be accumulated as an additional Personal Business Day and all remaining unused Personal Business Days shall convert to sick leave and may accumulate.

ARTICLE 26 (Formerly 22) - 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 Vacation days are granted according to the following schedule:

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

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

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

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

ARTICLE 27 (Formerly 23) - 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
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Day after Thanksgiving (Friday)
Christmas Day
Two additional days during Winter Break

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.

ARTICLE 28 (Formerly 24) - 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:

2010	2011
<u>Medical</u>	<u>Medical</u>

Family Plan	\$5,487.73	\$5,487.73
Single Plan	\$4,485.73	\$4,485.73

	2010	2011
	<u>Dental</u>	<u>Dental</u>
Family Plan	\$1,086.68	\$1,086.68
Single Plan	\$317.36	\$317.36

- a. 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 medical will receive two single medical contributions.
 - 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.
- 28.2 Life Insurance - \$30,000 coverage contingent upon employee contribution of \$12.00 per year. The Board's pro-rated contribution shall start to be made on the first day of the month following the first ninety (90) days of the probationary period. Life Insurance will be effective the first day of the month following ninety (90) days of employment.
- 28.3 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.
- 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 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.
- 28.6 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 (Formerly 16) - PAYROLL

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

ARTICLE 30 (Formerly 26) - WORK DAY, WEEK

30.1 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 31 (Formerly 27) - BUILDING CHECK

31.1 Any staff member who is requested to check out a building unit after regular school hours will receive a minimum of 2 hours of overtime pay or the actual amount of time spent on the job, whichever is greater. If the check is made on a paid holiday listed in Article 21 of this agreement, the employee will receive the minimum hours specified above or hours actually 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 Extended Services.

ARTICLE 32 (Formerly 29) - UNIFORMS

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

32.2 Uniform shirts or tops will be provided to all custodial staff. Six shirts or tops per year

ARTICLE 33 (Formerly 30) - RETIREMENT BENEFITS

33.1 **Medical and Dental Insurance Benefit**

Custodial and Maintenance

(Group 1) – For full time employees (6 hours or 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 proceeding 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.

D-4 CUSTODIANS

ARTICLE 34 (Formerly 13) – CUSTODIAL (D-4) SALARY SCHEDULE

34.1 Effective January 1, the salary schedule shall be:

	Hourly Salary Effective <u>1/1/2010</u>	Hourly Salary Effective <u>1/1/2011</u>
Custodial D-4	\$12.368	\$12.368

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

<u>D-4</u>	
15 years	\$7.00
20 years	\$7.00
25 years	\$2.00

34.3 All employees who, due to increments received prior to January 1, 1985, are below the highest salary level for their experience categories, (15-19 years, 20-24 years, 25+ years) will be raised to the highest salary level of their respective categories.

34.4 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.

34.5 New employees shall be on probation for a period of 90 calendar days during the position's normal work schedule at 8% less salary.

34.6 D-4 custodians are employed for 200 days per school year. These employees work on the same calendar as teacher days with the addition of 15 days during the summer break. There will be a maximum of ten (10) D-4 custodial positions in the School Corporation.

ARTICLE 35 (Formerly 17) - ELIGIBILITY FOR BENEFITS

35.1 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) Five (5) paid holidays (see Article 22)
- (4) No vacation days
- (5) Other applicable leave policies

35.2 Custodial employees who work less than 52 weeks and/or less than eight (8) hours per day but at least

three and one-half (3.5) hours per day shall receive the school corporation's contribution to hospital/medical and dental insurance premiums on a pro-rated basis.

ARTICLE 36 (Formerly 23) - PAID HOLIDAYS

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

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

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

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

ARTICLE 37 (Formerly 24) - INSURANCE – CUSTODIAL (D-4)

37.1 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.

	2010	2011
	<u>Medical</u>	<u>Medical</u>
Family Plan	\$5,487.73	\$5,487.73
Single Plan	\$4,485.73	\$4,485.73

	2010	2011
	<u>Dental</u>	<u>Dental</u>
Family Plan	\$1,086.68	\$1,086.68
Single Plan	\$317.36	\$317.36

a. Two employees of the custodian staff (employee with a spouse) working for the MCCSC in benefited positions and participating in the family medical will receive two single medical contributions.

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.

ARTICLE 38 (Formerly 26) - WORK DAY, WEEK

38.1 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 39 (Formerly 29) - UNIFORMS

39.1 Uniform shirts or tops will be provided to all custodial staff. Six shirts or tops per year.

Section 3

Food Service Staff

FOOD SERVICE

ARTICLE 40 (Formerly 14) - FOOD SERVICE SALARY SCHEDULE

40.1 Effective January 1, the Salary Schedule shall be:

	Hourly Salary Effective <u>1/1/2010</u>	Hourly Salary Effective <u>1/1/2011</u>
Cook I	\$9.936	\$9.936
Cook II (backup to Supervisor I)	\$10.050	\$10.050
Assistant Supervisor (backup to Supervisor II)	\$10.163	\$10.163
Food Service Supervisor I (staff of three or less or backup for high school)	\$12.015	\$12.015
Food Service Supervisor II (staff of four or more)	\$13.160	\$13.160

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

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

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

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

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

40.4 All employees who, due to increments received prior to January 1, 1985, are below the highest salary level for their experience categories, (16-19 years, 20-24 years, 25+ years) will be raised to the highest salary level of their respective categories.

40.5 Experience increments are granted annually as of January 1. The increment is only available to employees with four (4) or more years experience as of January 1, 1985.

40.6 New employees shall be on probation for a period of 90 calendar days during the position's normal work schedule at 8% less salary.

40.7 Food service employees who have active certification through the Indiana School Food Service Association Certification program will receive a bonus as follows:

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

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

- 40.8 Food service employees will be paid at a rate of time and a half for hours worked for special events during the school year.
- 40.9 Substitute cooks will be paid \$7.50 per hour. Substitute cooks are not eligible for any fringe benefits.
- 40.10 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.
- 40.11 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.

ARTICLE 41 (Formerly 17) - ELIGIBILITY FOR BENEFITS

- 41.1 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
- 41.2 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 42 (Formerly 18) - SICK LEAVE

- 42.1 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.
- 42.2 Sick days that remain unused accumulate.
- 42.3 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 43 (Formerly 19) - PERSONAL BUSINESS LEAVE

- 43.1 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.
- 43.2 In the event the employee has unused Personal Business Days on July 1, one (1) of the unused days will be accumulated as an additional Personal Business Day and all remaining unused Personal Business Days shall convert to sick leave and may accumulate.

ARTICLE 44 (Formerly 23) - PAID HOLIDAYS

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

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

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

ARTICLE 45 (Formerly 24) – INSURANCE - FOOD SERVICE

45.1 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:

	2010	2011
	<u>Medical</u>	<u>Medical</u>
Family Plan	\$5,487.73	\$5,487.73
Single Plan	\$4,485.73	\$4,485.73

	2010	2011
	<u>Dental</u>	<u>Dental</u>
Family Plan	\$1,086.68	\$1,086.68
Single Plan	\$317.36	\$317.36

- a. Two employees of the food service staff (employee with a spouse) working for the MCCSC in benefited positions and participating in the family medical will receive two single medical contributions.
- 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.

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

45.3 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.

45.4 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.
- c. 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.

45.5 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.

- 45.6 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 46 (Formerly 26) - WORK DAY, WEEK

- 46.1 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.
- 46.2 Training – Food Service will have one paid training day per year. The actual date will be determined by the Director of Food Service. Pay will be employee's hourly rate times length of training.
- 46.3 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 47 (NEW ARTICLE) – PROFESSIONAL MEMBERSHIP

- 47.1 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 48 (Formerly 29) – UNIFORMS

- 48.1 *Cash allowance:* All returning Food Service employees will receive a uniform allowance of \$150.00 on the first pay in September (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 (Shoes for Crews) each fall. The shoe allocation does not apply to new employees on probation.

Shirts: New hires will receive 5 uniform shirts after probation is completed. Additional shirts will be allocated to returning employees as needed.

ARTICLE 49 (Formerly 30) - RETIREMENT BENEFITS

- 49.1 **Medical and Dental Insurance Benefit**

Food Service Staff

(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:

- (4) The individual has been enrolled in the health and/or dental insurance program in the year immediately preceding retirement; and
- (5) The individual has been employed by the MCCSC for a minimum of ten (10) years; and
- (6) 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.

Section 4

Bus Drivers and Monitors

BUS DRIVERS/MONITORS

ARTICLE 50 (Formerly 15) - BUS DRIVER (Corporation) and MONITOR SALARY SCHEDULE AND BENEFITS

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

<u>Category</u>	<u>Years of Experience</u>	<u>Hourly Salary Effective 1/1/2010</u>	<u>Hourly Salary Effective 1/1/2011</u>
I	1-2	\$12.378	\$12.378
II	3-4	\$13.127	\$13.127
III	5-9	\$13.519	\$13.519
IV	10-14	\$13.670	\$13.670
V	15-24	\$13.784	\$13.784
VI	25+	\$13.921	\$13.921

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

<u>Category</u>	<u>Years of Experience</u>	<u>Hourly Salary Effective 1/1/2010</u>	<u>Hourly Salary Effective 1/1/2011</u>
I	1-2	\$9.085	\$9.085
II	3-4	\$9.137	\$9.137
III	5-9	\$9.148	\$9.148
IV	10-14	\$9.159	\$9.159
V	15-24	\$9.243	\$9.243
VI	25+	\$9.349	\$9.349

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

	<u>2010</u>	<u>2011</u>
Family Medical	\$6,846.38	\$6,846.38
Single Medical	\$2,738.67	\$2,738.67
Family Dental	\$663.45	\$663.45
Single Dental	\$193.77	\$193.77

- a. Bus drivers and bus monitors with a spouse working for the MCCSC in a benefited position will pay \$1,622.90 in 2010 and 2011 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.
- b. Two bus drivers and monitors working for the MCCSC and participating in the family dental plan will receive one family dental contribution.

50.3 Life Insurance - \$30,000 coverage contingent upon employee contribution of \$12.00 per year. The Board's pro-rated contribution shall start to be made on the first day of the month following

the first ninety (90) days of the probationary period. Life Insurance will be effective the first day of the month following ninety (90) days of employment.

- 50.4 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.
- 50.5 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.
- 50.6 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.
- 50.7 The five (5) hours benefit qualification for 1.0 FTE for bus drivers and bus monitors are hours assigned to daily bus route assignments and do not include trips, shuttles, and other transportation assignments.
- 50.8 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.
- 50.9 Bus drivers who work minimum of five (5) hours per day will qualify for 1.0 FTE, full time status, in the benefit areas of sick and personal business leave.
- Bus monitors who work a minimum of 4.5 hours per day will qualify for 1.0 FTE, full-time status, in the benefit areas of sick and personal business leave.
- 50.10 Bus drivers who work a minimum of five (5) hours per day qualify for the provisions of Article 51, continuation of Board contributions for medical/dental insurance following retirement, if they meet the listed criteria of Article 50.5.
- Bus monitors who work a minimum of 4.5 hours per day qualify for the provisions of Article 51, continuation of Board contributions for medical/dental insurance following retirement, if they meet the listed criteria of Article 50.5.
- 50.11 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 most recent date of employment within the Transportation Department.
- 50.12 Twenty-five hour work week - Routes to areas to be covered shall be established by the employer and are subject to change from time to time. Additional routes may be added to any 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 take five hours a day to complete. This list will be broken down into geographical areas. If your route is on this list you may be required to perform extra runs from time to time. The transportation department will use a rotating 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.

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

New Years Day
Day after New Years Day
Martin Luther King Jr. Day
Two days during spring break - Monday and Friday
Memorial Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day after Christmas

50.14 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.

50.15 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.)

ARTICLE 51 (Formerly 30) - RETIREMENT BENEFITS

51.1 Medical and Dental Insurance Benefit

Bus Drivers and Bus Monitors

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.

RATIFICATION

**IF BY THE
UNION TO
SCHOOLS**

Bargaining Spokesperson
Monroe County Community School Corporation
315 North Drive, Bloomington, Indiana 47401

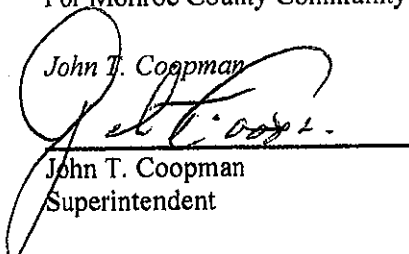
**IF BY SCHOOL
TO UNION**

President of the UNION

Passed by a majority vote of the Board's Membership in public session on the 12th day of October, 2010.

For Monroe County Community School Corporation

John T. Coopman


John T. Coopman
Superintendent

Jeannine Butler


Jeannine Butler
President, Board of Trustees

Peggy Chambers


Peggy Chambers
School Chief Spokesperson

Victoria I. Streiff


Victoria I. Streiff
Secretary, Board of Trustees

ATTEST:

Timothy Thrasher


Timothy Thrasher
Comptroller

Ratified this 12th day of October, 2010

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

Randy L. Tackett


Randy L. Tackett
President, Local 3995

Jay Wallace


Jay Wallace
Council Representative

APPENDIX A

AFSCME/MCCSC

GRIEVANCE REPORT FORM

Distribution of Form

in Triplicate

Step I - Principal

Step II - Director/Extended Services

Step III - Superintendent

Step IV - Arbitration

STEP _____

BUILDING

ASSIGNMENT

NAME OF GRIEVANT

DATE FILED

STATEMENT OF GRIEVANCE

A. Grievant(s) involved:

B. Specific facts giving rise to grievance:

C. Section or Provisions of Agreement violated:

D. Specific relief requested: