

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**MONROE COUNTY COMMUNITY SCHOOL CORPORATION**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

**(AFSCME) LOCAL 3995**

**Effective**

**January 1, 2007 - December 31, 2009**

**Classifications**

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

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## AGREEMENT

### ARTICLE 1 - INTRODUCTION

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

### ARTICLE 2 - INTENT AND PURPOSE

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

### ARTICLE 3 - RECOGNITION

- 3.1 SCHOOLS recognize the UNION as the exclusive bargaining agent for a unit consisting of the following employee groups:
- Custodian – D-1, D-2, D-3, D-4
  - Maintenance – Class A
  - Food Service – Cook I, Cook II, Assistant Supervisor, Food Service Supervisor I, Food Service Supervisor II
  - 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 UNION recognizes that Bus Drivers and Monitors have a Drivers Manual which details Driver and Monitor responsibilities and operation. Food Service Employees have a handbook detailing job responsibilities and operation. Changes to the Drivers Manual and Food Service Handbooks will be made through the Labor Management Committee.

#### **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.
- 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 Human Resources Director or designee will review the evaluations and credentials of those responding to the posting and will schedule interviews first with the internal staff possessing the highest qualifications for the position. Recommendations, for final action by the School Board, will be made for the position by the Human Resources Office with concurrence by the immediate supervisor(s), using the criteria stated in 10.1 (a) through (c).
- e. Employees who have been interviewed for a position shall be notified within ten (10) working days after the interview if they are no longer being considered for the position.

#### 10.3 Elimination of Positions

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

#### 10.4 Employees may be transferred for the purpose of improving the efficiency of the operation.

- a. In the case that the transfer is for performance based reasons, the salary of the employee may or may not be the salary of the new position.

- b. In the case the transfer is due to the elimination of a position, the employee will retain the salary amount held in the previous job until the salary level of the new position equals the frozen salary. At anytime the employee thus transferred is placed in a position which has a salary equal to or greater than the one which was eliminated, the employee assumes the salary classification of the new position.
- c. If the need arises to move a bargaining unit employee due to performance or disciplinary issues, the administrator and the union will meet to discuss the need for the transfer.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### 11.1 Definitions

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

### 11.2 Purpose and Intent

- a. The resolution of grievances promotes positive working conditions, elevates employee morale, and encourages contribution of services and talents for the maximum benefit to the school, the students, and the community. The primary functions of the grievance procedures are:
  - (1) To provide an orderly procedure for an employee to present a grievance to appropriate administrative staff members.
  - (2) To secure an equitable solution of a grievance at the lowest procedural level wherever possible.
  - (3) To assure the employee(s) that there are open channels for redressing a grievance without fear of intimidation, coercion, discrimination, or any form of reprisal.
- b. For dismissal for cause or other terminations, employees shall elect a remedial process, either the grievance procedure (Article 11), or the administrative hearing contained in current School Board Policy. The selection of one shall mutually exclude the use of all others.

### 11.3 Informal Procedure - Step One

- a. An individual employee may present his grievance to the Board or its designated

representative and have the grievance adjusted without the intervention of the UNION or its representatives, as long as the adjustment is not inconsistent with the terms of this AGREEMENT.

- b. Within ten (10) working days of the time of a grievance arises, the employee, either directly or accompanied by a UNION representative, will present the grievance to his principal, or his designee. Within five (5) working days after the presentation of the grievance, the principal or his designee shall give his answer in writing to the grievant.
- c. Failure to so meet and discuss said alleged grievance as provided for in this section (11.3) shall prevent the grievant from filing said alleged grievance at any formal procedural step(s).
- d. If the grievance arises from an action of authority higher than the Principal of a school, the employee may present such grievance at Step Two of this procedure.

#### 11.4 Formal Procedure

##### a. Step Two

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

##### b. Step Three

- (1) In the event that the grievance is not resolved at Step Two, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Step Three provided said appeal is filed with the Superintendent or his designee within five (5) working days of receipt of the written answer to Step Two. The appeal shall include a copy of all materials and evidence previously submitted and a copy of, at the same time, shall be given to the principal or supervisor involved.
- (2) The grievant shall submit the written claim, signed by him, to the Superintendent of Schools. Within five (5) working days from the receipt of the grievance, the Superintendent or his designee may hold a formal hearing(s) prior to the rendering of the written decision, and additional time beyond the five (5) working days shall  
  
be allowed if the Superintendent or his designee determines further investigation is necessary.

