

COLLECTIVE BARGAINING AGREEMENT
BETWEEN LOCAL 661, COUNCIL 62, AFSCME, AFL-CIO
AND
THE BOARD OF SCHOOL COMMISSIONERS

01/01/06 - 12/31/07

ARTICLE I MANAGEMENT AND THE UNION

Section 1: Union Recognition

The conditions and provisions of conditional recognition agreements entered into from time to time between the Board and the Union are incorporated herein by reference. The Board agrees to recognize Local 661 AFSCME, AFL-CIO, as the exclusive bargaining representative for a unit of "Operations Personnel" consisting of staff custodians, custodial aides, group leaders, elementary school assistant head custodians, mechanical maintenance workers, all full-time and regular part-time employees who work at the Food Center and are classified as Food Center stockroom clerks, foodservice drivers, Food Center Maintenance/Drivers, Food Center workers, and employees in the Transportation Department classified as regular bus drivers and bus attendants, and paraprofessional employees who are, scheduled on a regular daily basis for at least three and one-half (3 ½) hours per day in the job classifications of classroom, instructional, kindergarten, media, Montessori, program, or special education assistants; but excluding casual and on-call employees in the Transportation Department, head custodians, assistant head custodians assigned to middle and high schools, high school managers, vehicle washers, garage mechanics, all other employees assigned to the garage maintenance section of the Transportation Department, all professional, administrative and clerical employees, guards and all other supervisors as defined in the National Labor Relations Act.

Section 2: Management Rights

The Union recognizes that the Board has the authority and/or responsibility to manage and direct, in behalf of the public, all operations and activities of the school corporation both to the fullest extent authorized by law or in any manner or decision it shall deem appropriate, limited only by that which is inconsistent with law or violative of the provisions of the Agreement.

The Board or its representatives, in the exercise of its functions and rights as described above, shall have entitlement but not be limited to the following:

- (a) To direct its employees;
- (b) To hire, promote, transfer, assign and retain employees in positions within the School System and to discharge, suspend, discipline or demote employees for just cause;
- (c) To determine the methods, means and personnel by which all operations shall be conducted; and,
- (d) To make such rules and regulations for the conduct of and safety of employees as the Board deems necessary.

The Board and the Union accept the principle of progressive discipline for other than dischargeable offenses.

Section 3: Union Rights

- (a) **No Discrimination.** There shall be no discrimination because of race, color, religion, sex, age, national origin, disability or Union activities in the interpretation or application of this Agreement. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Discipline is not to be administered in the presence of students or fellow employees.
- (b) **Bulletin Boards.** The Union shall have the right to post notices pertaining to Union activities for custodians and paraprofessionals on custodians' bulletin boards and use Head Custodians' mailboxes. Notices pertaining to Union activities may also be posted on the bulletin boards in the Food Center and Transportation Department bases.
- (c) The Union shall have the right to use school buildings at reasonable times for meetings. Arrangements for such use shall be contingent upon the approval of the principal. Any added costs over and above the normal operations costs of the building will be borne by the Union. No charge will be made for Union use of school rooms immediately before the beginning of the school day nor following the end of the school day and before 6:00 p.m. At schools where there is no custodian on duty the time of 4:45 p.m. will apply rather than 6:00 p.m.

- (d) The Union shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school system including annual financial statement and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations. The Board shall furnish the Union with a list of the names, job classifications, building locations, and seniority date of all employees in the bargaining unit two times each calendar year. A copy of the IPS School Directory shall also be given to the Union.
- (e) The Steward shall be permitted to make meeting announcements following the conclusion of staff meetings.
- (f) All employees have the right to work and vote for the political parties and candidates of their choice. Each party to the contract shall refrain from attempts at political domination or coercion of the other.
- (g) Representatives of the Board and the Union Negotiating Committee will meet on the first (school day) Thursday of each month for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Further, each party will submit to the other, on or before Tuesday prior to the meeting, an agenda covering what they wish to discuss. The Union Negotiating Committee shall be composed of not more than nine (9) employees in the bargaining unit.
- (h) The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any legal and constitutional rights.
- (i) A Joint Health and Safety Committee shall be established by the Board and the Union, composed of five (5) management persons appointed by the Board and five (5) members of the bargaining unit appointed by the Union. The Safety Supervisor shall be one of the five (5) management persons appointed by the Board. The committee shall elect its own chairman by majority vote. Majority recommendations and suggestions growing out of this Committee shall be submitted to the Safety Supervisor.
- (j) Recognizing its legal duty to provide and maintain a safe working environment, the Board agrees to make reasonable provisions for the safety and health of its employees at their place of employment during the hours of employment. The Union will encourage employees to comply with such safe working practices and procedures.
- (k) When an employee, other than a probationary employee, is suspended or discharged, the Union shall be notified.

An employee, other than a probationary employee, must be given a pre-deprivation meeting prior to a disciplinary suspension, demotion or discharge. This meeting requirement does not apply to a suspension pending investigation. The employee will be notified as far in advance of such meeting as is practicable.

Nothing in this article shall prohibit the Board from the imposition of an emergency disciplinary suspension and/or removal of an employee from the premises in cases where, in the judgment of the Board, such action is warranted. In such instances, the pre-deprivation meeting may be conducted within seventy-two (72) hours following the disciplinary action.

Suspension, demotion or discharge shall not be effective unless the employee is made aware of it promptly. It is understood that a suspension, demotion or discharge shall not be deemed untimely until after the Human Resources Office has knowledge of the incident and has completed its investigation thereof. Human Resources will make a good faith effort to complete an investigation within 30 days.

If an employee is called in to a supervisor's office for the purpose of receiving a written warning, suspension, demotion or discharge, the employee may, if the employee chooses, bring with him an authorized representative of the Union. The Board representative will advise the employee of the employee's right to representation at the time the employee is called in.

- (l) The President and Vice President may leave their respective buildings during their scheduled work, or report late, because of Union business authorized in this Agreement but must report such absence in advance to the Head Custodian of the building to which they are regularly assigned or designee in that building or, in the Food Center and Transportation Department, to the immediate supervisor or designee in the location to which assigned. The President and Vice President will give IPS as much notice as practicable and at least 24 hours notice other than in cases of emergency or when the Union has not been provided at least 24 hours notice.
- (m) The Building Administrator shall make a telephone available to the Union President at the place where the Union President works for use on necessary Union business.
- (n) Time lost by Union representatives from their regularly scheduled hours as a result of meetings provided for under Section 3(g) of Article I, Section 3(i) of Article I, Accident Review Committee meetings, or Step One or Two grievance meetings when scheduled by a Board representative shall be reimbursed by the Board at the employees' regular rates of pay. This provision shall have no application to the negotiation of collective bargaining agreements or supplements or amendments thereto.
- (o) An employee who, after having been disciplined, completes a twelve (12) month period without receiving any discipline for the same or a similar offense, will, under normal circumstances, repeat the disciplinary process for a subsequent offense. All disciplinary actions, however, will remain a part of the employee's record. The Board or its representatives specifically reserve the right to consider the repeated nature of offenses when determining the disciplinary penalty to be imposed for such offenses and to review an employee's entire employment record when considering termination of employment.
- (p) Each employee shall, on request, be permitted at reasonable times to review the personnel file maintained for such employee. An employee may request that a Union representative be present during the personnel file review.

Section 4: Fair Share

- (a) The Board and the Union agree that all members of the bargaining unit, who are not also members of the Union have an obligation to pay a monthly fair share fee to the Union, including A.F.S.C.M.E. Local 661, Council 62, AFL-CIO subject to the limitations set forth in Section 4(c).

In addition to persons who are members of the bargaining unit on the effective date of the Agreement, this obligation applies to persons who become members of the bargaining unit during the duration of the Agreement.

It is understood and agreed that a non-member's fair share payment obligation shall not be effective prior to or on terms and conditions different that those imposed on members except as provided in Section 4(c).

- (b) All bargaining unit members who are not also Union members may elect to pay their fair share fee pursuant to Section 5 below. Individuals who refuse to sign an authorization form, or who revoke an executed form, have a continuing enforceable obligation to pay the fair share fee directly to the Union; provided, however, that the Board shall be under no obligation whatsoever to collect the fair share fee or otherwise enforce the terms of this Section 4.
- (c) The Union recognizes that no member of the bargaining unit shall be forced to contribute financial support to political or ideological activities of the Union unrelated to collective bargaining, contract

administration and grievance adjustment or unrelated to its duties as exclusive bargaining representative. The Union will provide all members of the bargaining unit in advance with an adequate explanation of the basis for the fair share fee which is properly chargeable under this Section. Furthermore, the Union agrees to adopt an internal Union procedure for persons who object to the amount of the fair share fee so determined, which procedure will provide for a refund of any amount of the fair share fee determined not to be chargeable under this Section. In such a case, the Union will hold any amount subject to challenge by such a person in escrow in an interest bearing account in an Indianapolis banking institution and said amount and the interest thereon shall be refunded if found not chargeable under this Section. The internal Union remedy provided in this Section will be at no cost or expense to the employee and will provide for a reasonably prompt opportunity to challenge the amount of the fair share fee before an impartial decision-maker, and a reasonably prompt decision by said decision-maker, as required by law. For purposes of the fair share fee, the Union agrees that such fee will be based upon a percentage of the Union's membership dues, not to exceed 1.2 percent of an individual employee's earnings.

- (d) The Union, including AFSCME, Local 661, Council 62, AFL-CIO agrees to indemnify and save the Board, its employees, agents and assigns harmless against any and all expenses, claims, demands, suits, attorney fees and charges, court costs or any other form of cost or liability that may directly or indirectly arise out of this Section 4 or by reason of actions of any kind taken or not taken with respect to the subject matter of this Section, provided that the Board gives the Union timely notice in writing of any claim, demand, suit or other form of liability arising out of this Section. The Board, in its sole discretion, may surrender to the Union the full responsibility for the defense of such claim, demand, suit or other form of liability and the Union agrees to assume such defense. In the event the Board surrenders the defense of such claim, demand, suit or other form of liability to the Union, the Board will cooperate fully with the Union in gathering evidence, securing witnesses and in all other aspects of said defense.
- (e) The parties agree that the provision of this Section will not be enforced against any person who initiates a lawsuit or on whose behalf a lawsuit is initiated in either state or federal court challenging the legality of this Section, except that the fair share fee may be collected and held in escrow in an interest bearing account in an Indianapolis banking institution. The period of non-enforcement shall begin with the initiation of such lawsuit and shall extend until a final judgment is rendered to the effect that this Section is lawful, at which time this Section shall again be enforced. It is understood that in the event this Section is determined to be unlawful, the amount held in escrow and the interest thereupon shall be immediately refunded. It is further understood the provisions of this Section 4(e) do not limit the right of any employee to invoke Section 4(c) with respect to the propriety of the amount of the fair share fee in the event the legality of this Section is upheld.
- (f) This Section shall not become effective until such time as the Union has notified the Board in writing that it has complied with Section 4(c) above. This Section shall have no retroactive effect.
- (g) Any disputes arising out of or resulting from this Section shall not be subject to the grievance procedure set forth in Article II of this Agreement.

Section 5: Fair Share and Union Dues Check Off

- (a) Any employee who is a member of the Union, has applied for such Union membership or desires to make such employee's fair share fee via payroll deduction, may deliver to the Board a reasonably current form authorizing deduction of membership dues in the Union or the fair share fee. Such form shall be in writing and signed by the employee personally. Pursuant to such authorization, the Board shall deduct from the earnings of each such employee an amount representing the employee's regular monthly Union dues or fair share fee for the preceding month, as specified by the Union, until such authorization has been revoked. At such time as IPS receives a written notice of cancellation of a dues deduction authorization, IPS shall forward a copy of the same to the President of Local 661. Such deduction will be withheld from paychecks as soon as feasible after the written authorization is received by payroll and shall be remitted to a designated Union official. Deductions shall be canceled

with thirty (30) days written notice by the employee to the AFSCME, Local 661 President, who shall promptly give written notice to the payroll office, unless during this period said employee notifies the payroll office in writing that the employee has changed the employee's mind. The Board shall not be liable to the Union for failure to make deductions for dues or fair share fees. In the event of any overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Board shall (after receiving written notice of the undercharge from the proper officer of the Union) make a correction during the next succeeding pay period or periods.

- (b) The Union, including Local 661 and AFSCME, Council 62, AFL-CIO agrees to indemnify and save the Board, its employees, agents and assigns harmless against any and all expenses, claims, demands, suits, attorney fees and charges, court costs or any other form of cost or liability that may directly or indirectly arise out of this Section 5 or by reason of actions of any kind taken or not taken with respect to the subject matter of this Section, provided that the Board gives the Union timely notice in writing of any claim, demand, suit or other form of liability arising out of this Section. The Board, in its sole discretion, may surrender to the Union the full responsibility for the defense of such claim, demand, suit or other form of liability and the Union agrees to assume such defense. In the event the Board surrenders the defense of such claim, demand, suit or other form of liability to the Union, the Board will cooperate fully with the Union in gathering evidence, securing witnesses and in all other aspects of said defense.
- (c) Any disputes arising out of or resulting from this Section shall not be subject to the grievance procedures set forth in Article II of this Agreement.
- (d) The parties agree that the provisions of this Section will not be enforced with respect to the fair share fee against any person who initiates a lawsuit or on whose behalf a lawsuit is initiated in either state or federal court challenging the legality of this Section or of Section 4, except that the fair share fee may be collected and held in escrow in an interest bearing account in an Indianapolis banking institution. The period of non-enforcement shall begin with the initiation of such lawsuit and shall extend until a final judgment is rendered denying said challenge, at which time this Section shall again be enforced.

Section 6: Accretion

In the event that during the term of this agreement the Union seeks representation of other employees of the Board and is recognized as their representative, it is mutually agreed that said employees shall be included in the bargaining unit identified in Section 1 of Article I and that this agreement shall be applicable to them on the same terms and conditions as provided in this agreement to the extent that said terms and conditions are reasonably applicable. To the extent that said terms and conditions are not reasonably applicable, this agreement shall be amended and supplemented by mutual agreement so as to apply to said employees.

Section 7: Voluntary Contributions Deduction

The Board will deduct voluntary contributions to PEOPLE upon the submission of a voluntary authorization by an employee pursuant to federal and state law. The minimum deduction shall be two dollars (\$2.00) and deductions must be in one dollar (\$1.00) increments. Deductions shall be canceled with thirty (30) days written notice to the AFSCME, Local 661 President, who shall promptly give written notice to the payroll office, unless during this period said employee notifies the payroll office in writing that the employee has changed the employee's mind. The Board shall not be liable to the Union for failure to make such deductions. In the event of any overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee. In the event of an undercharge, the Board shall (after receiving written notice of the undercharge from the proper officer of the Union) make a correction during the next succeeding pay period or periods.

Section 8: Ten-Month Employees

Regarding ten (10) month employees in the bargaining unit represented by the Union:

The Union shall represent them only with respect to their employment during the ten (10) month work schedule and collective bargaining agreements negotiated from time to time shall apply only to said ten (10) months; provided, however, that:

- A. Summer work outside the ten (10) month work schedule at the Food Center shall be posted for bidding among Food Center employees and seniority shall govern the awarding of such work where fitness, ability and other qualifications appear to be equal.
- B. Bus driving and bus attending work for regular summer school programs outside the ten (10) month period that is assigned to bus drivers and bus attendants shall be posted for bidding among bus drivers and bus attendants, respectively; and seniority shall govern the awarding of such work where fitness and ability and other qualifications appear to be equal.
- C. Any discipline, suspension or discharge of an employee that occurs outside the regular ten (10) month employment of such employee shall affect only such employment, unless, in the judgment of the Administration, the act engaged in, or committed by, the employee renders such employee unfit for employment during the school year.

An employee who exercises seniority for work as described in the foregoing paragraphs shall be paid the rate of the job the employee performs. The ten (10) month work schedule of ten (10) month employees shall not be deemed to include regular break periods during the school calendar, such as Winter Break, Spring Break, etc.

Section 9: Mail

The Union shall be allowed to deliver mail and to provide copies of appropriate Union material for posting on bulletin boards at work locations within IPS.

ARTICLE II GRIEVANCE PROCEDURE

Section 1: Definitions

A "grievance" is any dispute, controversy or complaint arising out of or concerning the interpretation or application of the terms of this Agreement or any rule, order or regulation of the Board. A grievance may be processed as hereinafter provided. Nothing contained herein shall be deemed to prevent the Union or any employee from exercising the privilege of appearing before the Board to express the employee's views respecting any policy or practice of the Board which may affect employment but is not covered by the terms of this Agreement.

Section 2: Time Limits

All time limits herein shall normally be measured by working days. Time limits may be extended only with the written consent of the Board and the Union.

Section 3: The Procedure

Within ten (10) working days after the occurrence of facts giving rise to a grievance, the aggrieved employee may present the grievance to the immediate supervisor informally. The aggrieved employee shall inform the immediate supervisor that he or she is informally presenting a grievance at the time of such presentation. The Union Steward may participate in that presentation. The supervisor shall endeavor to settle the grievance in this informal session. Within five (5) days after the conclusion of the informal presentation, the immediate supervisor shall submit the immediate supervisor's answer to the grievance to the aggrieved employee.

Step One

- (i) If the grievance is not settled informally, the aggrieved employee may, within five (5) days after the date of the employee's receipt of the immediate supervisor's answer present a written statement of the grievance signed only by the actual grievant, and the grievant's Union Representative if the grievant so desires, to the Supervisor of the appropriate department. Within five (5) days after receipt of such grievance, the Supervisor or the Supervisor's designee shall meet with the aggrieved employee concerning the grievance.
- (ii) Within five (5) days after the conclusion of the Step One meeting, the Supervisor shall submit the Supervisor's written answer to the grievance to the aggrieved employee, the Union and to the Board's representative.
- (iii) Discharge grievances shall be presented directly to Step Two of the grievance procedure within 10 days of the imposition of the discharge and shall not be heard by the person who has recommended the discharge.

Step Two

- (i) If the employee is dissatisfied with the Supervisor's disposition of the grievance, the aggrieved employee and at least two Union officials, including the Local President, may request, in writing, that the Superintendent of Schools or the Superintendent's designee consider such grievance. Such request must be made within five (5) days after the date of the employee's receipt of the Supervisor's answer. Within five (5) days after the Superintendent's receipt of such grievance, the Superintendent (or designee) shall meet with the aggrieved employee and the aggrieved employee's representatives and the Supervisor, the immediate supervisor, and their representatives.
- (ii) Within fifteen (15) days after the conclusion of the Step Two meeting, the Superintendent (or designee) shall submit the Superintendent's written answer to the Grievance to the aggrieved employee, to the Board's representatives, and to the Union President only by Certified Mail, Return Receipt Requested.

Step Three

- (i) If the grievance arises out of and concerns the interpretation or application of the terms of this Agreement and shall not have been settled at Step Two, either the Union or the Board, by written notice to the other given within ten (10) days following receipt of the Superintendent's answer, may submit the grievance to binding arbitration under the rules of the Federal Mediation and Conciliation Service, which shall act as administrator of the proceedings.
- (ii) The Board and Union shall share the expense and fees of arbitration equally.
- (iii) Any decision of the Arbitrator shall be final and binding and extend solely to the interpretation or application of the provisions of this Agreement and not to changes or proposed changes therein. The Arbitrator may not delete from, add to or modify any provision of this Agreement.

If a grievance concerns the interpretation or application of the provisions of this Agreement, the President and Vice President jointly shall have the right, after the informal procedure that takes place prior to Step One, to present it in writing in Step One if the employee does not so present it.

The parties will arbitrate the oldest grievance first unless otherwise agreed to by the parties; however, all termination cases will be arbitrated before any other cases.

