

Physical Plant Agreement

between

The Board of School Trustees of the
South Bend Community School
Corporation



and

The American Federation of State, County and Municipal
Employees Local 686

July 1, 2021 — June 30, 2023

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DURATION OF AGREEMENT

The items following have been agreed upon on this date by the Superintendent of the South Bend Community School Corporation, as the authorized agent of the Board of School Trustees, and the representatives of Local #686, American Federation of State, County, and Municipal Employees, IN & KY Council 962.

This Agreement shall remain in full force and effect through June 30, 2023, and shall continue in force thereafter from year to year unless at least ninety (90) days prior to the aforesaid date or at least ninety (90) days prior to any anniversary of said date thereafter, either party shall give written notice to the other party of its desire for a change or termination. In the event that a notice is given of a desire for change or termination, this Agreement shall remain in full force and effect until the aforesaid date or until the anniversary of said date which next follows such notice by at least ninety (90) days, as the case may be.

The parties agree that negotiations may be reopened for the purpose of discussing items in Article 7 (Compensation) and Appendix II (Wage Scales) during the life of this Agreement upon mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal effective 8th day of September, 2021.

FOR LOCAL UNION NO. 686, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES IN & KY Council 962:

BY:




President, Local 686




Representative of IN & KY Council 962
AFSCME, AFL-CIO

FOR THE SOUTH BEND COMMUNITY SCHOOL CORPORATION:

BY:



President, Board of School Trustees



Superintendent of Schools

ARTICLE 1 RECOGNITION

Section 1: The South Bend Community School Corporation (Employer) recognizes Local 686 of the American Federation of State, County, and Municipal Employees, IN & KY Council 962 ("Union"), as the exclusive representatives of the employees identified below in matters concerning salary, wages and salary and wage-related fringe benefits (including accident, sickness, health, dental, vision, life, disability, retirement benefits, and paid time off)

- A. Engineers
- B. Custodians
- C. Truck Driver Foreman
- D. General Mechanics
- E. General Mechanic Foreman
- F. Painters
- G. Mechanics' Helpers/ Truck Drivers
- H. Repair Person

Section 2: "Employee" as used in this contract refers to a unit position. An Employee becomes an "eligible employee," as this term is used throughout this Agreement, on the first day of the first month after the Employee is hired.

Section 3: "Employer" refers to the South Bend Community School Corporation.

Section 4: "Probationary Period" as used in this contract is defined in the work rules.

ARTICLE 2 SCOPE OF AGREEMENT

Section 1: The parties acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of subjects to be bargained and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement expressly supersedes any practices, understandings and agreements not specifically provided for and incorporated in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, voluntarily and unqualifiedly waive the right to request or require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered in this Agreement, whether or not such matters have been discussed, and even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement contains the entire understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically provided herein. Changes in this Agreement, whether by additions, waivers, deletions, amendments, or modifications must be mutually agreed upon in writing, signed by both parties.

Section 2: The waiver or forbearance of any breach or condition of this Agreement by either party shall not constitute a precedent in future enforcement of all terms and conditions herein.

Section 3: In the event any federal or state law, government regulation or court decision conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding on the parties, but the remaining portion of the Agreement shall continue in full force and effect.

Section 4: Upon ratification of this Agreement by the parties, such Agreement shall be printed in its entirety for distribution to all unit members. The Union and the Employer agree to jointly prepare the final text of the ratified Agreement for printing.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1: The Union acknowledges that the Employer has certain exclusive statutory rights and responsibilities which they may not surrender and, except as expressly provided otherwise by this Agreement or by law, the Employer shall retain its rights to make, amend, or execute decisions and policies that are necessary to operate and maintain the program of the school district and to otherwise carry out its lawful rights and responsibilities.

Section 2: Such rights of the school district include, but are not limited to: direct the work of the employees; hire, promote, demote, transfer, assign, or retain employees in positions within the public agency; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of a lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission of the school district in emergencies; and to determine the methods, means, and personnel by which operations are to be carried on, including subcontracting if such is deemed desirable.

Section 3: During the term of this Agreement, the Employer may contract out or subcontract any work for good reason.

Management reserves the right to direct the work of its employees in such a manner that is fiscally responsible and results in an efficient system. In the event that any work is considered for contracting or subcontracting, the following will occur:

1. Management will notify the union of the need.
2. Management will meet with the involved employee(s) and union representatives to discuss options and alternatives.

Section 4: The Union agrees that in no event, whatsoever, with the Union or any employees covered by this Agreement initiate, authorize, sanction, encourage, support, or engage in any strike, slowdown or work stoppage, or cease the continuing performance of their duties during the term of this Agreement. A violation of this section, regardless of degree, shall constitute grounds for immediate dismissal.

ARTICLE 4
THE UNION AND EMPLOYEE RIGHTS

Section 1: Union Activity

- A. Every person shall be free to join, resign from or to refrain from joining a union.
- B. Neither the Employer nor the Union will interfere with, restrain or coerce any employee with respect to the decision to be a member of the Union or not to be a member of the Union.
- C. The Union shall be responsible for the acts of its officers, stewards, members and representatives with respect to matters which are taken in the Union's name or in furtherance of the objectives of the Union.
- D. The Local Union President or designee will be permitted to meet with new employees on an individual basis or during any orientation program for new employees.

Section 2: Release Time for Union President

- A. The Local 686 President or his/her designee shall be released from duty sixteen (16) hours per month or one hundred ninety-two (192) hours per year to perform Local 686 business without loss of compensation.
- B. The Union President shall report monthly to an administrator designated by the Superintendent, on a prescribed form, regarding his/her hours of release time.
- C. The local Union President or his/her designee shall be given release time for attendance at national and state union conventions.
 - 1. Attendance at the state convention twice yearly and the bi-annual convention with pay will be allowed for three (3) representatives. Substitutes will be provided if available.
 - 2. Request for absence must be submitted seventy-two (72) hours prior to the date of absence to an administrator designated by the Superintendent.

Section 3: Dues Check Off

- A. The Employer agrees to deduct current Union membership dues and representation fees, and voluntary AFSCME P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deductions each month from the pay of each employee who has executed an Authorization for Check Off of Dues Form or AFSCME P.E.O.P.L.E. deduction form. Delinquent dues will be deducted by the Employer at the time of the next month's deductions following notification of the delinquency.
- B. Deductions will be made only in accordance with the provisions of said Authorization for Check Off of dues, together with the provisions of this Article.
- C. A properly executed Authorization for Check Off of Dues form for each employee for whom dues are to be deducted shall be delivered to the Employer before any payroll deductions are made. The Employer shall have the right to keep and retain such forms. When a properly executed Authorization for Check Off of Dues form for an employee has been received and is in effect, dues shall be deducted from this employee's check.

Deductions shall be made from each paycheck on a pro rata basis. Employees having sufficient net earnings after all authorized and required deductions have been made to cover the amount of this deduction, shall have a deduction made.

Within five (5) working days after each payday, the Employer shall remit the dues and voluntary P.E.O.P.L.E. deductions to the Union, along with the names and social security numbers of all employees who paid dues during such time.

- D. In cases where a deduction is made which duplicated a payment already made to the Union, refunds to the employee will be made by the Union. The Union shall notify the Employer, in writing, of changes in the amount of dues to be deducted for any individual. It is understood that such changes shall require the Union to update the current dues deduction listing. Such changes may include discontinuance of membership.
- E. The Employer shall not be liable to the Union by reasons of the requirements of this Article for the remittance of payment of any sum other than that constituting actual deductions made from employees' wages earned.
- F. The Union shall indemnify the Employer and hold it harmless against any loss, demands, costs and expenses, including but not limited to attorney's fees and the cost of defense, or claims by the Union or employees for damages resulting from the payment to the Union of any sums deducted under this Article and in the event of any action or claim being commenced to recover from the Employer any sums deducted by it under this Article the Union shall intervene and defend such claim.
- G. Individuals wishing to withdraw their Union membership shall be required to obtain an authorization to withdraw card from the secretary/treasurer of Union AFSCME, IN & KY 962 according to its Constitution and Bylaws.

Section 4: Conflict Resolution Procedure

The following process is designed to provide Employees with a procedure through which any controversy arising out of or over the interpretation, application or claim of alleged violation of the Agreement between the Union (Local 686) and the SBCSC. It is understood that there can be honest differences of opinion about working conditions, disciplinary actions, rules, methods of work performance and other personnel issues. An open channel of communication is essential to a good work atmosphere and SBCSC's ability to function efficiently and effectively. The intent of this process is to resolve an issue at the lowest possible administrative level in the most efficient time frame possible.

Step 1: Building Supervisor

An aggrieved employee shall first discuss the issue with the Building Supervisor, who in most cases will be able to resolve the situation. The discussion shall occur within five (5) working days of the discovery of the issue. The Building Supervisor shall respond within ten (10) working days of the discussion meeting. If the Union desires to appeal the determination to the next step, it is the Union representative's obligation to initiate the appeal.

Step 2: Director of Facilities

If the first step does not result in a satisfactory resolution, the employee may bring the concern to the attention to the Director of Facilities. This concern must be in writing and submitted within five (5) working days from the date of the Step 1 decision. The Director of Facilities will review the matter and meet with the involved parties to address the concern. The Director of Facilities will respond within ten (10) working days of the meeting. If the Union desires to appeal the determination to the next step, it is the Union representative's obligation to initiate the appeal.

Step 3: Employee Relations

If the second step does not result in a satisfactory resolution, the employee may bring the

concern to the attention to the Director of Employee Relations. This concern must be in writing and submitted within five (5) working days from the date of the Step 2 decision. The Director of Employee Relations will review the matter and meet with the involved parties to address the concern. The Director of Employee Relations will respond in writing within ten (10) working days of the meeting. If the Union desires to appeal the determination to the next step, it is the Union representative's obligation to initiate the appeal.

Step 4: Superintendent or Superintendent's Designee

If the first, second and third steps do not result in satisfactory resolution, in the final step the employee may bring the concern to the Superintendent or Designee. This concern must be in writing and submitted within five (5) working days of the Step 3 decision. The Superintendent or Designee will review the matter and meet with the involved parties to address the concern and respond within ten (10) working days of the meeting.

Other than the time limits for the initial Step 1 filing of the grievance, the time limits may be extended by mutual agreement of the parties, in advance of the expiration of the time limits. Neither party may unreasonably withhold agreement to a requested extension. Failure by either party to respond within the applicable timeframe or an extension thereof shall result in either a dismissal (if the grievant failed to respond) or an award in favor of the aggrieved employee (if the administration failed to respond).

**ARTICLE 5
ABSENCES AND LEAVES**

Section 1: Bereavement Leave

- A. Eligible employees shall be entitled to receive five (5) paid days of bereavement leave for absence due to the death of a father, mother, step-father, step-mother, brother, sister, spouse, child, step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchild or other residing in the same household of the absent employee. Such absence shall be at the time of death, when memorial services as held, or for settlement of the estate and need not be taken on consecutive days.
- B. Eligible employees shall be entitled to receive two (2) paid days of bereavement leave for absence due to the death of any other blood relative, such as: first cousin, aunt, uncle, niece or nephew or for absence due to the death of grandparents-in-law. Such absence shall be at the time of death, when memorial services as held, or for settlement of the estate and need not be taken on consecutive days.
- C. Eligible employees may use up to three (3) days of accumulated sick leave to attend funerals or other memorial services for others not covered by section A or B when personal business days have been exhausted and there is no evidence of abuse.
- D. A funeral home statement and completed bereavement leave form shall be submitted to be eligible for compensation under this provision.

Section 2: Personal Leave

- A. Eligible employees shall be entitled to receive three (3) days of non-accumulative personal leave with pay each school year (i.e., on July 1 of each year). Personal leave will be granted subject to the following requirements:
 - 1. No more than one (1) employee in a school building nor more than two (2) employees from the Service Building may take personal leave on the same day.
 - 2. All requests for personal leave shall state the reasons and be submitted five (5) days in advance of the date for the proposed leave on a Leave Request Form provided by the Employer. The stated reason "Personal" shall be sufficient.
 - 3. Exceptions to these personal leave requirements may be granted only by approval of the employee's supervisor. Employees receiving personal leave time under this paragraph shall submit a Leave Request Form within two (2) days of the end of the personal leave period. Emergency personal leave shall be taken on the basis of a one (1) hour minimum.
- B. Up to one (1) day of unused hours of personal leave shall accumulate to a maximum of four (4) personal leave days per year. Unused hours of personal leave beyond one (1) day shall be added to unused days of sick leave to an unlimited maximum.

Section 3: Employee Death Leave

- A. When a school corporation Local 686 employee dies, the employees of that building shall be released from duty to attend last rites. The building engineer will make his normal building check prior to attending the last rites.

Section 4: Jury Duty

The Employer will pay an employee called for jury duty the difference between the employee's scheduled regular straight time rate of pay for the period of jury duty and the payment received for jury duty, upon presentation of proper evidence as to jury service, and the amount of compensation received therefrom; provided, however, that such employee shall report for work (to the extent reasonable and practical) during the hours of the employee's normal schedule upon being relieved from such jury duty to perform any available work that may be assigned to him/her.

Section 5: Military Leave

Military leave without loss of pay will be granted to an employee in accordance with applicable law and *SBCSC Bylaws & Policies*. Upon return from such leave or upon return from any other military leave, an employee will be placed on the salary schedule at the level which would have been achieved had the employee remained actively employed in the system during the period of the absence, up to a maximum of four (4) years.

Full credit for military service will be allowed to all veterans who took the oath of allegiance, served in either combat or non-combat units, and were honorably discharged. A year shall be defined as at least eight (8) months of military service or a combination of military service and school experience occurring between the dates of July 1 and June 30. In no case shall an employee receive more than the number of years the employee would have received as a school employee had the career not be delayed or interrupted. The same rules will be followed in case of service in the Red Cross or USO during a period of hostility. Persons serving with the Armed Forces or cooperating auxiliary branches, shall upon honorable discharge or separation be readmitted to a position comparable to the one surrendered by the individual upon leaving the School Corporation. The employee shall have up to sixty (60) days after release from active duty to notify the Board of the intent to return to the system. In the event that the veteran's former position is filled and an identical position is not available, then the veteran will be placed in a temporary position until a satisfactory adjustment can be made.

Section 6: Leave of Absence for Pregnant Employees

An employee who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sick leave and the following:

- (a) An employee who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies, in writing, the Executive Director of Human Resources at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Executive Director of Human Resources of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by a pregnancy, the employee shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician.
- (b) All or any portion of such leave taken by an employee because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave. However, the employee is not entitled to take accumulated sick days when the employee's physician certifies that the employee is capable of performing the employee's regular duties. In accordance with statute, the employee is entitled to complete the remaining leave without pay. This leave, as well as any additional leave permitted by law, may be taken without jeopardy to reemployment, retirement and salary benefits, and seniority rights.

Section 7: Appearance in Court

- A. Any employee not a party to the proceeding who is required by subpoena to appear and testify at any court proceeding or administrative hearing shall be entitled to the difference between witness pay and regular daily pay for up to but not to exceed five (5) days.

Section 8: Sick Leave

- A. All eligible employees shall be entitled to ten (10) days paid sick leave each school year (i.e., on July 1 of each year), such leave to be unlimited in its accumulation. During an eligible employee's first year of employment, he or she will earn sick leave on an accrual basis. Specifically, during the first year of employment, the eligible employee will be provided three (3) days paid sick leave on the first day of the first month after hire and will earn an additional one (1) day paid sick leave on the first day of every month thereafter until the employee has been provided a total of ten (10) days paid sick leave in one school year.
- B. Five (5) of the accumulated sick days may be used for the purpose of family illness. Family in this instance shall mean spouse, children, parents, grandparents, mother-in-law, father-in-law, brothers, sisters, and others living in the home with the employee.
- C. When an employee is absent because of personal illness for more than one (1) calendar month or is returning to duty after a leave of absence granted for medical reasons, the employee shall resume his/her duties only with permission of the Superintendent or designee. Prior to returning, the employee shall submit a statement of general health stating the reason for absence and signed by a licensed physician.
- D. If an employee is absent for illness before and after a paid holiday, the paid holiday shall not be considered part of the employee's sick leave.
- E. Sick leave shall be taken on the basis of a one (1) hour minimum.
- F. The misuse of sick leave benefits, i.e. reporting sick when the employee is in fact not sick or the use of sick leave for personal business, etc., shall constitute grounds for severe disciplinary action. The Employer may require the verification of the employee's illness by a licensed physician.

Section 9: Sick Leave Bank

- A. Sick Leave Bank —A Sick Leave Bank will be established to relieve Union physical plant employees and hourly bus drivers from undue financial burdens as a result of an absence from work due to the employee's illness, injury, or incapacitation sufficiently severe to make the performance of their duties impossible. The Committee shall consist of three (3) administrators to be appointed by the Superintendent and three (3) physical plant employees/hourly bus drivers to be appointed by the Union. An employee member of the sick bank who has exhausted his or her approved personal leave and sick leave days, shall be eligible to apply to the Committee for an extension of sick leave benefits. These benefits do not include payment of the employee's salary. They do include payment of the employee's portion of healthcare premiums and supplemental healthcare insurance in accordance with the terms identified and approved by the Sick Leave Bank Committee. Extensions of sick leave shall not be granted beyond the period when an employee could or would be eligible to receive the benefits of the Employer's long-term disability program. Unused days in the sick leave bank shall be carried forward to the following year.
- B. The Sick Leave Bank will be established and administered as follows:
 - 1. Any physical plant employee or hourly bus driver shall be eligible to become a member of the Sick Leave Bank.

2. The Sick Leave Bank was previously established by a Board contribution of any days in the bank at the end of the 2007-2008 school year, by a Board contribution of one hundred (100) days at the beginning of the 2008-2009 school year, and the voluntary participation and voluntary donations of one (1) sick day by employees who then become members. Upon establishment of the Sick Leave Bank, employees were then provided an opportunity to establish membership during a thirty (30) working day period following distribution of an enrollment election form. The opportunity to establish membership was a one-time opportunity.
3. New employees must become members and their first contribution of one (1) sick day will be made on the first pay day.
4. When the Sick Leave Bank account falls below fifty (50) days, an obligatory assessment of one (1) sick leave day shall be made upon all members of the Bank who have accumulated sick leave days. Members shall be notified prior to this assessment. Members who do not have accumulated sick leave days shall contribute one (1) day from their individual sick day allotment the following school year.
5. When the Sick Leave Bank account falls below fifty (50) days, the Board shall contribute one hundred (100) days to the Bank.

Section 10: Religious Holiday Leave

Three (3) days of leave per year shall be granted upon request to an employee for the celebration of a religious holiday when such observation requires time during the regular school day. Employees must submit a request for Religious Holiday Leave to Human Resources at least five (5) days prior to the religious holiday.

Section 11: Child Birth Leave

When a child is born to an employee, or the spouse of an employee, he/she shall be granted two (2) days leave with pay at the time of birth.

Section 12: Extended Illness

Any employee who is absent for a continuous prolonged period of time because of serious illness or disability (which is not compensable under Worker's Compensation) and who has exhausted his/her sick leave, and who intends to accept the benefits of the salary continuance insurance program (i.e. long term disability program), may appeal to the Superintendent for an extension of sick leave benefits. Such additional benefits shall not exceed sixty (60) days. All such absences are subject to verification by a licensed physician designated by the Employer.

Section 13: Absence Due to Assault

- A. In the event an employee is absent due to an injury sustained on the school premises or while in the performance of his/her employment responsibilities as a result of assault by a student or outsider which is determined to be compensable under Worker's Compensation laws, the employee will receive:
 1. Full salary for the first seven (7) school days of absence.
 2. The difference between the daily rate paid through Worker's Compensation and the employee's daily salary for a period of fifty-three (53) additional school days of absence.

3. Absence for the sixty (60) school days described above will not be charged against the employee's sick leave.
4. Continued benefits of Worker's Compensation will be available to the employee after the sixty (60) day period.
5. The need for absence during any of the first seven (7) school days must be validated by the Employer's physician. In the event that Worker's Compensation is to be used, it shall be the responsibility of the employee to follow all of the established procedures for applying for Worker's Compensation.
6. Time for appearance before a judicial body or legal authority as a result of assault by a student or outsider will not result in loss of wages or in reduction of accumulated sick leave of the employee.
7. In the case of an unprovoked student assault, the employer will consider replacement of the damaged employee property. The employer agrees to develop a verification procedure for replacement

Section 14: Substitution for Absent Employees

Absent employees may be covered by overtime hours if these overtime hours have prior approval by the building principal and by the Buildings and Grounds Department. Overtime not approved will not be paid. Overtime coverage will not be allowed during vacation periods.

Section 15: Civil Emergency

In the event of an absence resulting from active participation as a member of a civil emergency response unit (e.g. volunteer fireman, sheriff's posse, etc.), the Director may waive the salary deduction for that period of time when the employee is absent from work due to the emergency. Documentation of the absence must be provided by the employee.

**ARTICLE 6
COMPENSATION AND RELATED BENEFITS**

Section 1: Wages

- A. The hourly rates of straight time pay are set forth in the Salary Schedule which is attached hereto and made a part hereof, the rates of pay in the Salary Schedule shall remain in effect during the term of this Agreement, except as adjusted by other Articles in this Agreement. The basic wages of employees covered by this Agreement are set forth in Appendix II, which is attached to, and incorporated in, this Agreement.
- B. Employees who have perfect attendance for the first six months of the contract year (July 1 through December 31) will receive a \$125.00 stipend. Employees who have perfect attendance for the second six months of the contract year (January 1 through June 30) will receive a \$125.00 stipend.
- C. Retention Stipend. Employees meeting the following two conditions will receive a one-time Five Hundred Dollar (\$500) stipend: (a) the employee worked in a SBCSC/SBEZ school during the 2020-2021 school year; and (b) the employee is employed in a SBCSC/SBEZ school at the time the stipend is paid, which will be no sooner than August 1, 2021. An employee who meets the first criteria, but retired at the end of the 2020-2021 school year will also receive the one-time stipend.
- D. Stipend for Additional Work-Related Training and Responsibilities. Employees who complete additional in-service, cross-training, professional development and learning opportunities that support academic gaps due to student loss (e.g., PBIS training, diversity/inclusion training), help with additional wrap-around support, and assist in addressing ongoing COVID-19 related needs during the 2021-2022 school year will receive a one-time stipend during the 2021-2022 school year in the amounts identified below: (a) One Thousand Dollars (\$1,000) for employees in Non-SBEZ buildings; and (b) Five Hundred Dollars (\$500) for employees in SBEZ buildings.
- E. Performance Stipend for SBEZ Employees. Employees working in SBEZ buildings with satisfactory performance will receive an additional stipend of Five Hundred Dollars (\$500) payable at the end of the 2021-2022 school year.

Section 2: Hours and Overtime

- A. All employees working a Tuesday through Saturday work week schedule shall receive an additional \$0.16 per hour in addition to any other premium pay.
- B. One and one-half (1-1/2) times the basic hourly rate of the employee shall be paid for all hours worked in excess of eight (8) hours per day in a regular work week,
- C. Two (2) times the basic hourly rate of the employee for all hours worked on Sunday or on a day recognized as a holiday in addition to holiday pay if the employee is otherwise eligible for such payment.
- D. Callback Pay - Employees called back after working their regular schedule shift shall be paid the overtime rate, if applicable, but in any event not less than one (1) hour's wages at the employee's straight-time rate.

Section 3: Rest Periods and Lunch Periods

- A. All eight (8) hour employees shall be given a fifteen (15) minute rest period during the first half of their workday and a fifteen (15) minute rest period during the second half of their work day.

- B. Employees shall be completely relieved of all duties and responsibilities during the period assigned for lunch, except in those cases where they are required to remain on the premises during their lunch period. When employees are required to remain on the premises, the lunch period shall be considered a part of their work shift and shall be for a period of thirty (30) minutes.

Section 4: Working Out of Classification

- A. An employee working out of his/her normal classification and performing duties exclusive to a higher classification, will be paid the highest of the two (2) classifications according to his/her increment schedule.

Section 5: Holidays

- A. Employees who have established seniority at the time of recognized holidays, as defined below, shall receive eight (8) hours pay at their straight time rate for the following recognized holidays regardless of the day of the week on which they fall, provided that such employees work the regularly scheduled hours on the last scheduled workday immediately prior to the holiday and the regularly scheduled hours on the first scheduled workday immediately after the holiday. Employees will be considered to have met these requirements in the following situations:

1. Employees who have worked any hours of the week on which the holiday falls and who are laid off during said week shall be entitled to receive holiday pay.
2. Employees who have worked any hours during the week in which the holiday falls, but who are unable to fulfill the requirements listed above as the result of an occupational accident of the type covered by Worker's Compensation, shall be considered to have met the limitations set forth above.
3. Employees who are unable to work the regularly scheduled hours on the last scheduled workday prior to the holiday and on the first scheduled workday after the holiday, shall be entitled to receive holiday pay if the reason for failure to work the required hours results from an excused absence or if the employee produces a physician's note if the absence is due to unexpected illness.
4. The recognized holidays are as follows:

12 Month Employees

1--New Year's Day	1--Labor Day
1--Martin Luther King Day	1--Thanksgiving Day
1--President's Day	1--Day After Thanksgiving
1--Spring Holiday (Good Friday)	1--Christmas Eve Day
1--Memorial Day	1--Christmas Day
1--Independence Day	1--New Year's Eve Day

- B. Holidays shall be recognized in accordance with the official school calendar and may vary from one year to the next.
- C. Should a holiday fall within an employee's approved vacation period, the employee shall be paid the employee's regular straight time rate for such holiday.
- D. Employees who work on any days celebrated on one of the above-listed holidays shall be paid two (2) times their straight time rate for hours worked on that day plus their day pay, except in the event of a school calendar change. If the school calendar has been changed, employees will work at the straight time rate and the terms of paragraph F will apply.

- E. Unexpected school closure on the last scheduled workday prior to a holiday or the first scheduled workday immediately following a holiday will not affect an Employee's eligibility for holiday pay, provided that the Employee had planned to work the day school was unexpectedly closed and had not received prior approval for leave for either of those days.
- F. If a negotiated holiday conflicts with the school calendar, a floating holiday shall be assigned by the Employer, after discussion with the Union.

Section 6: Vacations

- A. Vacation with pay will be given to all employees who have been actively and continuously employed with the Employer in accordance with classification requirements. Eligibility for an amount of vacation time will be based upon the employee's continuous active length of service as an operational or maintenance employee. Vacation days will be accrued based on the following criteria:

Twelve Month Operational/Maintenance Employees

1. Twelve (12) month operational and maintenance employees employed on July 1 and/or before August 1 shall receive five (5) working days' vacation with pay for the current school year. No vacation for the current school year shall be allowed for employment beginning after August 1.
2. Employees starting after August 1 and/or before April 1 shall not receive any vacation days for the current school year, but starting the following July will receive ten (10) working days' vacation with pay.
3. Employees starting after February 1 and/or before June 30 shall not receive any vacation days for the current school year, but starting the following year in July they will receive five (5) working days' vacation with pay. The following "vacation chart" is provided for clarification purposes:

<u>Vacation Chart</u>		
Employment Date	Vacation Current School Year	Vacation Following School Year
July 1 – August 1	5	10
August 2 – February 1	0	10
February 2 – June 30	0	5

4. Employees shall receive vacation of fifteen (15) working days at the beginning of the eighth (8th) year of employment and twenty (20) working days at the beginning of the fifteenth (15th) year of employment. The beginning date of employment shall be defined as the day an employee began service as an operational/ maintenance employee.
- B. All but five (5) days of the allotted vacation period shall be scheduled prior to November 15 each year. The remaining five (5) days must be scheduled by May 1 of each year. Vacation time for operational and maintenance personnel should be taken on a minimum of one (1) week periods. If less than one (1) week is desired, or where emergencies might dictate, this may be granted following discussion and approval by the immediate supervisor involved. All requests for vacation, except for emergencies, shall be submitted five (5) working days in advance of the date of the requested vacation.

- C. Ten (10) days of vacation may be granted when school is in session with approval of the principal/supervisor and the Director of Buildings and Grounds or his/her designee.
- D. Vacations shall be given to the individual employees in accordance with their written requests of each year wherever possible, except in cases where in the opinion of the immediate supervisor, operations would suffer because of too many requests for vacations within the same period of time. In that case, preference will be given to employee requests in line with seniority. The employees with less seniority would be expected to reschedule their vacations at a different time agreeable to the Employer.
- E. Vacation time cannot be carried over or accumulated from one (1) year to the next year. There shall be no vacation pay issued for vacation time not actually taken.

Section 7: Comprehensive Major Medical Insurance

- A. The Employer will provide any eligible Employee with a comprehensive major medical plan which contains the following cost containment provisions
 - (a) Out-patient surgery
 - (b) Mandatory Pre-admissions Testing
 - (c) Mandatory Second Opinion Surgery
 - (d) Ambulatory Surgery
 - (e) Inpatient Concurrent Review
 - (f) A prescription card
- B. Coverage for the comprehensive major medical insurance program will contain the benefit provisions set forth in the Appendix I, which will be updated upon ratification of the 2019 Professional Agreement between the Board and the NEA-SB. Appendix I also includes a full cost spousal surcharge for Employees whose spouses are eligible for health coverage through their own employer. Additional information regarding this surcharge is set forth in the Appendix I.

Employees who are hired on or after November 20, 2017 are eligible to enroll in Core Plan or the Essential Plan only.

The plan will pay one hundred percent (100%) of all eligible claims in excess of the annual deductible and coinsurance amount.
- C. The comprehensive major medical insurance program coverage and exceptions shall be set forth in a brochure and made available to all participants.
- D. Upon the death of an active or retired employee, the spouse shall be provided such access to health insurance as required by law.
- E. The plan will be administered by Anthem. A change in the third-party administration may occur at any time upon mutual agreement of the parties.
- F. The Employer and the Union agree that SBCSC will not exceed the limits imposed by IC 20-26-17.

In accordance with the foregoing, the parties agree that the premiums set forth on Appendix I shall be updated through discussion with the Insurance Committee and upon ratification of the 2021 Professional Agreement between the Board and the NEA-SB.

Within thirty (30) business days after opening enrollment ends, the Corporation will provide to the Insurance Committee the expected cost for group health care for the subsequent year, the Corporation's contribution and the employee premium for each applicable plan and level of coverage. The Insurance Committee shall meet quarterly to review the premiums and to ensure there are no material errors in methodology and to monitor the services of Anthem.

- G. The parties agree that the group health insurance plan will be changed to avoid the "Cadillac Tax" under the Affordable Care Act. The Employer and the Union shall bargain such changes and will execute a Memorandum of Understanding no later than five months prior to implementation of the "Cadillac Tax" that is limited to this issue, and does not reopen contract negotiations.

Section 8: Vision Insurance

- A. The Employer will provide Employee a vision insurance plan which provides the insured with new frames, lenses, and examinations every twelve (12) months. The premiums set forth in Appendix I shall be updated through discussion with the Insurance Committee and upon ratification of the 2021 Professional Agreement between the Board and the NEA-SB.
- B. The Employer and the Union agree to designate major medical insurance savings to fund vision insurance.
- C. A change in the insurance carrier may occur at any time upon mutual agreement of the parties.

Section 9: Dental Insurance

- A. The Employer will provide a dental insurance plan that will provide the following coverage:

A plan with a two-thousand dollar (\$2,000.00) maximum annual benefit. Coverage to be as follows:
Insurance pays:

100% Diagnostic, preventative no deductible
90% Oral surgery, endodontia, periodontia - \$50 deductible (fifty dollars)
60% Crowns, fixed bridges, dentures \$50 deductible (fifty dollars)
50% Orthodontia to a lifetime maximum of \$1,000 (one thousand dollars). (Life maximum to age 19.)
- B. The Employer will provide Employee with a dental insurance plan. The premiums set forth in Appendix I shall be updated through discussion with the Insurance Committee and upon ratification of the 2021 Professional Agreement between the Board and the NEA-SB.
- C. A change in the insurance carrier may occur at any time upon mutual agreement of the parties.

Section 10: Life Insurance

The Employer will provide a fully paid term life insurance policy in the amount of twenty- thousand dollars (\$20,000.00) (forty thousand dollars (\$40,000) accidental death) for each employee employed by the

School Corporation. The carrier for said insurance shall be selected by mutual agreement between the Union and the Employer.

Upon the demise of any employee who was eligible to retire pursuant to the requirements of the Public Employees

Retirement Fund, the employee's severance pay shall be paid directly in a lump sum to the heirs or personal representative of the deceased.

Except for employees who are hired on or after November 20, 2017, the Employer will pay the cost of a three thousand dollar (\$3,000.00) life insurance policy for retired employees. Employees hired on or after November 20, 2017 shall not be provided a retiree life insurance benefit.

Section 11: Long Term Disability

The Employer will assume the cost of a salary continuance program for employee longterm disability which will provide, subject to the terms of the non-duplication offset provision of the policy (social security, early retirement, etc.) fifty percent (50%) of pay to age sixty-five (65) after a six (6) month waiting period (see policy).

Section 12: Travel Allowance

The mileage rate for roving engineers and roving custodians who use their own vehicles for company business will be paid at the rates established by the Internal Revenue Service.

Section 13: Uniforms Provided

- A. The Employer shall furnish three (3) uniforms per year to each of the employees during their first three (3) years of employment with the Employer. Following the third (3rd) year of employment, the Employer shall furnish two (2) uniforms per year to all operational employees and three (3) uniforms per year for all service building employees represented by the Union. Employees will be allowed to substitute other items for work uniforms as follows:

1 shirt + 1 pants = 1 uniform

1 uninsulated coveralls = 1 uniform

1 waste length jacket = 1 uniform

1 insulated winter jacket = 2 uniforms

1 pair of brown or black shoes = 1 uniform (cost of 1 uniform may be applied to purchase of Brown or black shoes)

- B. Uniforms shall be worn at all times during the performance of duties. Black or brown shoes are considered part of the uniform. Coveralls are not a substitute for the regular work uniform.

- C. The selection of uniform providers shall be mutually agreed upon by the parties.

Section 14: Pre-employment Medical Examination

The Employer will assume the responsibility for the payment of the standard required pre-employment medical examinations.

Section 15: Substitutes

Benefits accrued to full time employees under the terms of this contract are not extended to substitute employees. However, substitutes shall be paid eighty-five percent (85%) of the regular hourly rate of the CD classification.

Section 16: Section 125

The benefits provided by Section 125 of the Revenue Act shall be made available to any bargaining unit member so requesting. The Employer and employee shall share equally in the cost of the program. The Employer agrees to provide the payroll deduction upon receipt of the prescribed authorization form.

Section 17: Insurance Committee Recommendations

If additional benefits accrue as a result of the recommendations of the insurance committee, these changes will be extended to all eligible employees.

Section 18: Participation in Insurance Programs

An eligible Employee on an approved leave of absence may participate in the school corporation's group insurance program by paying the full premium during the period of leave.

Section 19: Dependent Textbook Fee Waiver

The Board agrees that the textbook fees of an Employee's dependents who are enrolled as students in the School Corporation will be waived. To be eligible for this fee waiver, an Employee must submit a Textbook Tuition Assistance Application and Request for Textbook Fee Waiver for each student on or before September 1.

Section 20: All Sport Pass

An Employee will be provided an annual All Sport Pass permitting him or her to attend most School Corporation athletic events free of charge.

**ARTICLE 7
SEVERANCE PAY AND PENSION**

Section 1: Severance Pay and Pension

- A. The Employer is enrolled in the Indiana Public Employee's Retirement Fund and all employees on permanent status covered by this agreement shall be enrolled in the retirement plan on their date of hire.
- B. Vesting Requirements – An Employee seeking benefits under this Agreement, shall be fully vested in the benefits described in this paragraph if the retiring Employee has satisfied the following requirements: (i) Ten (10) years of service credit as an AFSCME employee with South Bend Community School Corporation plus sixty-five (65) years of age; or (ii) fifteen (15) years of service credit as an AFSCME employee with South Bend Community School Corporation plus sixty (60) years of age; or (iii) the Rule of 85 as an AFSCME employee with the South Bend Community School Corporation (i.e. Employee's age is ≥ 55 years of age and the sum of the Employee's age plus the Employee's service credit as an AFSCME employee with South Bend Community School Corporation is ≥ 85). . In accordance with this provision, a retiring Employee shall receive severance pay equaling one (1) day pay for each year of service in the South Bend Community School Corporation and, effective May 3, 1999, two dollars and fifty cents (\$2.50) per hour for each hour of unused accumulated sick leave.
- C. Upon the demise of any employee who was eligible to retire pursuant to the requirements of the above, the employee's severance pay shall be paid directly in a lump sum to the heirs or personal representative of the deceased.
- D. Any eligible Employee employed on permanent status must become a member of the Indiana Public Employees Retirement Fund.
- E. Effective July 1, 1992, the Employer shall contribute three percent (3%) (the employees share) to the Public Employees Retirement Fund.

Section 2: Retirement

All personnel are required to provide the Employer with ninety (90) days advance written notice prior to retirement. In the year of retirement, employees shall be required to take their vacation prior to July 31.

ARTICLE 8
PROCEDURE FOR WORKER'S COMPENSATION

- A. If an employee is injured on the job and cannot finish the regular workday, the employee shall be compensated as if the employee had finished the day, provided the Employer is provided with medical evidence acceptable to the Employer supporting such absence.

- B. The employee may elect to also collect sick leave pay and may collect full sick leave pay in an amount equal to his/her wage at the time the accident occurred for the first seven (7) days, since no Worker's Compensation benefits are payable for that period. If the employee has no accumulated sick leave, the employee may use any other time which he/she has accumulated. In the event an employee is disabled from working for more than twenty-one (21) days due to a compensable worker's compensation claim, the employee is entitled to compensation for temporary total disability during the first seven (7) days he/she was disabled. Once Worker's Compensation benefits start, sick leave pay or other accumulated time may be used to supplement Worker's Compensation benefits so that the total amount (the sum of Worker's Compensation benefits and sick leave pay) equals the employee's weekly wage at the time the accident occurred. In no case, will an employee be paid more than his/her average actual wage at the time the accident occurred.

**APPENDIX I
INSURANCE BENEFIT PROVISIONS AND RATES**

Summary of Benefits

(Refer to the Certificate of Coverage for out-of-network benefit levels, and other important details.)

The employer has the right to make unilateral changes to employee and dependent eligibility for coverage, benefits, premium contributions, and other provisions it deems necessary due to the Patient Protection and Affordable Care Act.

	Essential Care Plan \$4000 Deductible	Buy-Up Plan \$750 Deductible	Standard (Core) Plan \$1500 Deductible
HRA Employer Contribution			
Deductible Type	Embedded	Embedded	Embedded
Deductible	Single: \$4,000/\$8,000 Family: \$8,000/\$16,000	Single: \$750/\$1,500 Family: \$1,500/\$3,000	Single: \$1,500/\$3,000 Family: \$3,000/\$6,000
OOP Max	Single: \$6,450/\$12,900 Family: \$12,900/\$25,800	Single: \$2,500/\$5,000 Family: \$5,000/\$10,000	Single: \$4,000/\$8,000 Family: \$8,000/\$16,000
Coinsurance	80%/60%	80%/60%	80%/60%
PCP Visit	80%/60%	\$30	\$30
Specialty Visit	80%/60%	\$60	\$60
ER Copay	80%/80%	\$250/\$250	\$250/\$250
Prescription Deductible	Combined with Medical	n/a	n/a
Prescription Drugs	Tier 1: 20% Tier 2: 20% Tier 3: 20% Tier 4: 20%	Tier 1: \$10 Tier 2: \$30 Tier 3: \$60 Tier 4: 25%	Tier 1: \$10 Tier 2: \$30 Tier 3: \$60 Tier 4: 25%
Prescription Drugs Min/Max	n/a	Min: \$0/\$0/\$0/\$0 Max: \$0/\$0/\$0/\$250	Min: \$0/\$0/\$0/\$0 Max: \$0/\$0/\$0/\$250
Prescription Drug OOP Max	Combined with Medical	\$4350 / \$8700	\$2850 / \$5700

PY 2020 Medical & Rx Premium Estimates - Total Contribution

	PY 2020 Monthly Cost		
	Total Rates	Employee Rate	Employer Rate
Buy-Up 001			
EE Only	\$ 838.64	\$ 229.04	\$ 609.60
EE+ Spouse	\$ 1,691.32	\$ 490.60	\$ 1,200.72
EE + Children	\$ 1,334.33	\$ 373.80	\$ 960.53
Family	\$ 2,248.55	\$ 658.20	\$ 1,590.35

	PY 2020 Monthly Cost		
	Total Rates	Employee Rate	Employer Rate
Core 002			
EE Only	\$ 766.71	\$ 140.24	\$ 626.47
EE+ Spouse	\$ 1,540.26	\$ 294.48	\$ 1,245.78
EE + Children	\$ 1,216.40	\$ 224.38	\$ 992.02
Family	\$ 2,045.79	\$ 406.66	\$ 1,639.13

	PY 2020 Monthly Cost		
	Total Rates	Employee Rate	Employer Rate
Essential 003			
EE Only	\$ 536.45	\$ 92.38	\$ 444.07
EE+ Spouse	\$ -	\$ -	\$ -
EE + Children	\$ 879.50	\$ 428.06	\$ 451.44
Family	\$ -	\$ -	\$ -

Guardian Dental Renewal

Coverage and rates remain the same through December 31, 2020.

	Current Plan In/Out Network	In Network	Out of Network
Deductible	\$50.00	\$50.00	\$100.00
Annual Maximum Benefit	\$2500.00	\$2000.00	\$1000.00

VSP-Vision Service Plan Renewal

Coverage and rates remain the same through December 31, 2020.

APPENDIX II

Effective July 1, 2021, Employees will receive an increase of \$.75 to their current hourly wage. The new wage will remain in effect for the duration of the Agreement. The chart below identifies the range of hourly wages that will be in effect for each job classification beginning July 1, 2021.

Job Classification	Wage Range
CD 1	16.80 – 18.34
CA 2	20.13
MH 3	18.12 – 20.55
CB 4	19.35– 19.45
EP 5	17.86 – 20.05
EM 6	17.97 – 20.90
EN 7	18.65 – 21.26
EI-IC 2	17.94 – 20.83
EA-HS 3	19.45 – 22.94
REPAIR 5	18.96 – 21.47
PAINT 6	21.95 – 22.71
GENMEC 7 / SMALL ENGINE MECHANIC	24.36 – 25.08

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