

Paraprofessional Employees Agreement

between

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



and

Chauffeurs, Teamsters and Helpers
Local 364

August 1, 2021 – July 31, 2022

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**PROPOSED ARTICLES OF AGREEMENT FOR
SOUTH BEND COMMUNITY SCHOOL CORPORATION**

THIS AGREEMENT, is made and entered into by and between South Bend Community School Corporation, located at South Bend, Indiana, party of the first part and hereinafter termed the Employer, and TEAMSTER'S LOCAL UNION NO. 364, affiliated with the International Brotherhood of Teamsters of America, located at South Bend, Indiana, party of the second part, hereinafter called the Union.

The general purpose of this Agreement is to promote the mutual interests of the Employer and its employees, to provide orderly collective bargaining relations between the Employer and the Union, to maintain fair wages, to prevent strikes and walkouts, to eliminate interruptions of work and interference with the efficient operation of the school system, and to promote good relations between the Employer and its employees for their mutual benefit.

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 No. 364 affiliated with the International Brotherhood of Teamsters of America.

This Agreement shall remain in full force and effect from August 1, 2021 through July 31, 2022, and shall continue in force thereafter from year to year unless at least sixty (60) days prior to the aforesaid date or at least sixty (60) 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, the 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 sixty (60) days, as the case may be.

The parties agree that negotiations will not be reopened on any item contained herein during the life of this Agreement, except as provided below. Notwithstanding the foregoing, the parties agree to reopen the Agreement if in the Employer's discretion a reopener is needed as the Employer transitions to new time and attendance programs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal effective this 12th day of July, 2021.

Local Union No. 364
International Brotherhood of Teamsters of America

BY: Robert R. Warnock

South Bend Community School Corporation

BY: [Signature]
C. Todd Cummings, Ph.D., Superintendent

BY: [Signature]
President, Board of School Trustees

Date

ARTICLE I RECOGNITION

Section 1: The Employer recognizes Local #364, affiliated with the International Brotherhood of Teamsters of America, as the sole and exclusive bargaining representative for paraprofessional employees as defined in Section 2 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).

Section 2: Definition includes the following positions that are offered during the school year as appropriate bargaining unit personnel:

Paraprofessionals

In School Suspension
Special Education
Special Education Transportation

Paraprofessional positions that are offered during summer months are not subject to the terms of this Agreement.

Section 3: "Employee" as used in this contract refers to a unit position.

Section 4: "Employer" refers to the South Bend Community School Corporation.

Section 5: "Probationary Period." The term "Probationary Period" is defined in the work rules.

ARTICLE II
LOCAL 364 AND EMPLOYEE RIGHTS

Section 1: Dues Check Off

- A. The Employer agrees to deduct current Union membership dues and initiation fees each month from the pay of each employee who has executed an Authorization for Check Off of Dues 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. All deductions will be made from the pay due for the first pay check in the month. 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.
- D. Deductions for any calendar month shall be remitted to the Union not later than the end of the month in which such deductions are made.
- E. 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.
- F. 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 and made from employee's wages earned.
- G. 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.

Section 2: Representation Fee

- A. The Employer recognizes the Union's claim that all members of the bargaining unit have an obligation to pay a fair value for services rendered on behalf of the Union for their proportionate part of the costs of collective bargaining contract administration, grievance adjustment and other duties and services related to being the bargaining representative.
- B. The Union shall provide the Employer with a list of bargaining unit members who are not also Union members. The Employer will furnish each new employee with a dues authorization form.
- C. The Employer shall then deduct the representation fee in equal installments from the payroll of each person who submits an authorization. The Employer shall inform the Union of all members of the

bargaining unit who were sent payroll deduction forms, who refuse to sign an authorization form or who revoke an executed form.

- D. The Union, on its own and not on behalf of the Employer, may take such action as it deems appropriate to collect its representation fee from those persons who refuse to authorize payroll deductions for or who otherwise refuse to pay the representation fee.
- E. It is the intent of this section that any member of the bargaining unit who has authorized representation fees to be deducted from their paycheck shall have all outstanding dues deducted from their final paycheck. If the final paycheck is less than the amount authorized for deductions, the Union shall receive only those funds available.
- F. The Union recognizes that no member of the bargaining unit should 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.
- G. If an error is discovered with respect to deductions under this provision, the Employer shall correct said error by appropriate adjustments in the next paycheck of the employee or the next submission of funds to the Union. Additionally, if excessive monies have been collected by the Employer and submitted to the Union, the Union (not the Employer) shall be obligated to refund such monies to the appropriate persons.
- H. The Union hereby agrees to indemnify the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that should arise out of or by reason of this section.

Section 3: Payroll Deduction

- A. Unauthorized absence
- B. State gross income tax
- C. Federal income tax
- D. Federal Social Security
- E. Hospitalization, dental, & vision plans
- F. Tax deferred compensation plans
- G. Union dues and/or representation fees
- H. United Fund contribution
- I. Life insurance contribution
- J. Teachers Credit Union
- K. U.S. Savings Bonds
- L. South Bend Community School Corporation Education Foundation
- M. Voluntary purchase of alternative insurance coverage through SBCSC-approved vendors (i.e., STD, cancer, additional life)

Section 4. Direct Deposit - The Employer will provide direct deposit services through the ACH system. Should there be a time when all employees of the SBCSC are mandated to participate in the direct deposit program, each employee shall select a financial institution which is capable of receiving direct deposits for their direct deposit by submitting written authorization to the Payroll Department.

Section 5: No Strike - No Lockout

- A. The Union agrees that during the term of this Agreement there shall be no strikes, sympathy or otherwise, unscheduled work stoppages, picketing or picket lines, slow downs or any other interruptions of production or suspensions of work by the officers or representatives of the Union or by any employees covered by this Agreement, said items being individually and collectively referred to as an "interruption of work." The Employer agrees that during the term of this Agreement there shall be no lockout.
- B. Any individual employee or group of employees who violates or disregards the provisions of this No Strike - No Lockout clause may be summarily disciplined or discharged by the Employer without liability on the part of the Employer and the decision of the Employer in such cases shall be final.
- C. The Union, in the event of a violation of this No Strike - No Lockout clause shall notify, without delay, the employees in the bargaining unit who are involved in said activities to cease immediately said activities and to return to work or suffer possible disciplinary action as provided for in this Article. The Union further agrees to act promptly through its officers, stewards, and representatives and to use all efforts at its command and within its power to terminate promptly any such interruption of work.
- D. In the event the provisions of Section 4 of this Article are violated, the parties hereby agree that neither party shall negotiate upon the merits of the dispute until such time as the illegal action is terminated.

ARTICLE III ABSENCES AND LEAVES

Section 1: Bereavement

- A. All salary not exceeding five (5) school days will be allowed any employee for absence due to the death of a father, mother, step-father, step-mother, brother, sister, spouse, child, stepchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchild, or others residing in the same household of the absent employee. Such absence shall be at the time of death, when memorial services are held, or for settlement of the estate and need not be taken on consecutive days.
- B. Two (2) day's salary will be allowed for absence due to the death of any other blood relative, such as: first cousin, aunt, uncle, niece, nephew, or grandparents-in-law. Such absence shall be at the time of death, when memorial services are held, or for settlement of the estate and need not be taken on consecutive days.
- C. Employees may use up to three (3) days of accumulated sick leave to attend funerals or other memorial services for others not covered by sections A or B when paid time off has been exhausted and there is no evidence of abuse.
- D. The Employer may require verification of the relationship between the deceased and the Employee. Failure to provide verification upon request shall result in disciplinary action.

Section 2: Paid Time Off (Sick Leave/Personal Leave)

- A. Full-time paraprofessionals shall receive fourteen (14) days of paid time off (PTO) every school year. During the first year of employment, the employee will be provided two (2) days of PTO on the first day of the first month after hire and will earn an additional two (2) days of PTO on the first day of every month thereafter until the employee has been provided a total of fourteen (14) days of PTO or until the school year ends.
- B. PTO shall not accumulate from year to year. However, unused hours of PTO shall be added to unused days of sick leave with a maximum accumulation of two hundred twenty five (225) days. For paraprofessionals hired for or after the 2016-2017 school year the maximum accumulation of unused days of sick leave shall be up to a maximum of two hundred (200) days.
- C. Employees will not be paid for unused PTO upon separation of employment.

Section 3: 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 or 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 4: Appearance in Court - 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 regular salary for up to, but not to exceed, five (5) days.

Section 5: Use of Accumulated Sick Leave

- A. The maximum accumulation of sick leave for paraprofessionals hired before the 2016-2017 school year shall be two hundred twenty five (225) days. For paraprofessionals hired for or after the 2016-2017 school year, the maximum accumulation shall be up to a maximum of two hundred (200) days.
- B. A regular employee who leaves the employ of the Employer, except on leave of absence or retirement, shall forfeit all of her/his unused days of sick leave.
- C. No employee shall lose his/her accumulated allowance of unused days of sick leave by reason of having been absent for a period without pay.
- D. An employee's use of sick leave requires production of a statement from a licensed physician.
- E. 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.
- F. The misuse of sick leave benefits, shall constitute grounds for severe disciplinary action. The Employer may require the verification of the employee's illness by a licensed physician.

Section 6: Sick Leave Bank

- i. Sick Leave Bank – A sick leave bank will be established to relieve Union paraprofessionals 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. An employee member of the sick bank, who has exhausted his or her paid time off 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, including medical, dental and vision. In the event sick leave bank benefits may be denied the Committee shall be convened to review requests. The Committee shall consist of two (2) administrators to be appointed by the Superintendent and two (2) paraprofessionals to be appointed by the Union. Sick bank days shall not be granted beyond the period when an employee would or could be eligible to receive the benefits of the School Corporation's long-term disability program. Unused days in the sick leave bank shall be carried forward to the following year.
- ii. The Sick Leave Bank will be established and administered as follows:
 - 1. Any paraprofessional shall be eligible to become a member of the Sick Leave Bank.
 - 2. The Bank shall be 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 forty (40) days at the beginning of the 2008-09 school year and the voluntary participation and voluntary donations of one (1) sick day by employees who then become members.
 - 3. The Bank will have an enrollment period for current employees to become members for thirty (30) working days following the opening of the 2008-09 school year. This shall be a one-time opportunity to establish membership.
 - 4. New employees must become members and their first contribution of one (1) sick day will be made on the first pay day.
 - 5. 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.
 - 6. When the Sick Leave Bank account falls below fifty (50) days, the Board shall contribute forty (40) days to the Bank.

Section 7: Family Illness Leave - Each full-time employee shall be allowed to use up to three (3) days leave per year with pay (which shall be deducted from the employee's accumulated sick leave) in case of serious illness, major surgery or serious accident involving a member of the immediate family. Immediate 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. An employee who is eligible and who desires to exercise his or her right to leave under FMLA shall follow SBCSC policies and procedures concerning FMLA leave which permits the use of accrued paid leave time concurrent with the use of FMLA leave. FMLA leave also runs concurrent with leave time for Workers Compensation.

Section 8: 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 9: Faculty Death Leave - The Employer shall allow paraprofessional employees time off to attend the funeral of a faculty member assigned to the same building as the paraprofessional. The leave time will be allowed only if the time frame does not interfere with school operations as determined by the school principal or acting principal.

Section 10: Absence Due to Assault - 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:

- A. Full salary for the first seven (7) school days of absence.
- B. 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.
- C. Absence for the sixty (60) school days described above will not be charged against the employee's sick leave.
- D. Continued benefits of Worker's Compensation will be available to the employee after the sixty (60) day period.
- E. 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.
- F. With prior approval, time for filing for a restraining order or 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.
- G. In the case of an unprovoked student assault, the employer will consider replacement of the damaged employee personal property, including eye glasses. The employer agrees to develop a verification procedure for replacement.

**ARTICLE IV
COMPENSATION AND RELATED BENEFITS**

Section 1: Wages

- A. Effective August 1, 2021, Employees will receive a \$1.00 increase to their current wage. In addition, Employees with 5-10 years of service will receive an additional \$.25 increase and employees with 10 or more years of service will receive an additional \$.50 increase (total \$1.50). Years of service will be calculated based on years accrued as of August 1, 2021.
- B. The starting wage for paraprofessionals is a minimum of \$11.44 per hour.
- C. These rates of pay shall remain in effect during the term of this Agreement, except as adjusted by other Articles in this Agreement.

Section 2: Overtime, Rest Periods, and Class Coverage

- A. Every full-time employee working in a Corporation facility shall be entitled to a fifteen (15) minute break during the day and a lunch period without pay for no less than one-half (½) hour.
- 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 forty (40) hours per week. There shall be no pyramiding of overtime.
- C. Two (2) times the basic hourly rate of the employee shall be paid 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. Class Coverage - A paraprofessional who assumes teaching responsibilities in absence of a regular teacher of record or corresponding substitute teacher assigned to for such teacher of record's class will be compensated at one and one-half (1-½) times his/her regular hourly rate. In no event shall increments of less than one (1) hour be claimed for the class coverage rate. The number of hours paid at the middle and high school level are based on one class period equals one hour; on the block schedule, one class period equals two hours.

Section 3: Holidays - Full-time employees who have completed their probationary period at the time of recognized holidays, as defined below, shall receive their regular 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 unless the employee has a written excuse from a doctor.

- 1--Martin Luther King Day
- 1--President's Day
- 1--Spring Holiday/Good Friday (if during a work week)
- 1--Memorial Day
- 1--Labor Day
- 1--Thanksgiving Day
- 1--Day After Thanksgiving
- 1--Christmas Eve
- 1--Christmas Day
- 1--New Years Eve
- 1--New Years Day

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. In other words, if school is closed on the day prior to or immediately following a holiday, the day that school is closed will be considered a day worked for the purpose of determining eligibility for holiday pay.

Section 4: Emergency School Closing - Employees shall be compensated for the number of student days listed in the official school calendar. If the school calendar is changed to include a holiday, employees working under this agreement will work at a straight time rate. Additionally, employees will be paid for the day lost because of weather-related closings on the day which work is rescheduled.

- A. When, due to inclement weather or other emergency, a school is closed by the Employer, the school office will be open and employees will be expected to report to work in person (unless remote work is authorized by the Superintendent/SBEZ Chief or respective designee) and will be compensated at their regular straight time rate.
- B. Employees may elect to use PTO if they choose not to report to work due to hazardous weather conditions or other circumstances.
- C. An employee may use up to three days of his or her accumulated sick leave each year for days that schools are closed due to inclement weather or other emergency.
- D. On scheduled ELearning days, employees will be expected to report to work in person (unless remote work is authorized by the Superintendent/SBEZ Chief or respective designee).

Section 5: Comprehensive Major Medical Insurance

- A. The Employer will provide any 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 at Appendix I. It will also include a full cost spousal surcharge for employees whose spouses are eligible for health coverage through their own employers. Additional information regarding this surcharge is set forth in the Employee Benefit Guide. Employee who are hired on or after November 20, 2017 are eligible to enroll in Core Plan or Essential Plan only.

The plan will pay one hundred percent (100%) of all 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 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 Board and the Union agree that SBCSC will not exceed limits imposed by I.C. 20-26-17.
- G. The Board and the Union agree that an open enrollment period will be offered annually and will provide an opportunity to change between plans offered, except that following the close of the 2017 enrollment period, participants in the Core or the Essential
- H. Within 14 days after open enrollment ends, the Corporation will provide to the Insurance Committee the expected cost for group health care for 2017, 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.
- I. The parties agree that the group health insurance plan will be changed to avoid the "Cadillac Tax" under the Affordable Care Act. The Board and the Union shall bargain such changes and will execute a Memorandum of Understanding prior to August 1, 2017 that is limited to this issue and does not re-open contract negotiations.
- J. Within 14 days after opening enrollment ends, the Corporation will provide to the Insurance Committee the expected cost for group health care for 2016, the Corporation's maximum liability 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.

Section 6: 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 Employer will pay eighty percent (80%) of the premium for either the single or family coverage, and the participating employee shall pay twenty percent (20%).
- 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 7: 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 Employer will pay eighty percent (80%) of the premium for either the single or family membership and the participating employee shall pay twenty percent (20%). The amount of the employee co-pay each year shall not increase by more than ten percent (10%) per year. The Employer will pay eighty percent (80%) of the premium for either the single or family membership, and the participating employee shall pay twenty percent (20%). The amount of the teacher co-pay each year shall not increase by more than ten percent (10%) per year.

- C. A change in the insurance carrier may occur at any time upon mutual agreement of the parties.

Section 8: 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.

Section 9: Long-Term Disability - The Employer will assume the cost of a salary continuance program for employee long-term disability which will provide, subject to the terms of the nonduplication 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 10: Severance Pay and Pension

- A. The Employer is enrolled in the Indiana Public Employees Retirement Fund and all employees who meet the eligibility requirements of the fund and the employment eligibility requirements of the Employer, effective January 1, 1986, shall be enrolled in the retirement plan on their date of hire.
- B. Severance 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 a Teamster employee with South Bend Community School Corporation plus sixty-five (65) years of age; or (ii) fifteen (15) years of service credit as a Teamster employee with South Bend Community School Corporation plus sixty (60) years of age; or (iii) the Rule of 85 as a Teamster employee with the South Bend Community School Corporation (i.e. Employee's age is \geq 55 years of age and the sum of the Employee's age plus the Employee's service credit as a Teamster employee with South Bend Community School Corporation is \geq 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 Employer and 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 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.
- D. Any person employed on permanent status must become a member of the Indiana Public Employees Retirement Fund.
- E. Effective January 1, 1992, the Employer shall contribute three percent (3%) to each individual employee's Public Employees Retirement Fund account.
- F. Employees who are eligible and accept retirement under the provisions established by PERF may continue to participate in the Employer's hospitalization and medical insurance programs until age sixty five (65). The full cost of the program for this period shall be borne by the employee.

Section 11: 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 will share all costs of the program. The Employer agrees to provide the payroll deduction upon receipt of the prescribed authorization form. The company selected to administer this program shall be by mutual agreement of the Union and the Employer.

Section 12: Travel Allowance - The Employer shall reimburse a mileage rate, in accordance with Employer policy, to those employees who are required to use their personal vehicles for completion of required job duties. Mileage claims must be submitted at the end of each month in accordance with Employer policy.

Section 13: In-Service Training

- A. All special education paraprofessionals will be required to attend scheduled training sessions. Compensation for the training sessions will be the regular hourly compensation.
- B. Paraprofessionals who voluntarily complete ten (10) hours of approved in-service training during a school year (July 1 - June 30) will receive a seventy-five dollar (\$75) stipend. Each paraprofessional is entitled to two (2) stipends per year.

Documentation of the completion of the approved in-service training and the accompanying claim may be submitted for payment at any time during the school year. Payment shall be made within thirty (30) days of receipt of the claim except that no payments will be processed by the payroll department during the period from Memorial Day to September 15.

Section 14: 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 15: Stipend for Additional Work-Related Training and Responsibilities -

- A. Employees meeting the following two conditions will receive a one-time Five Hundred Dollar (\$500) stipend: (a) the employee worked in a South Bend school during the 2020-2021 school year; and (b) the employee is employed in a South Bend 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.
- B. Employees working in buildings designated by SBCSC Board for Turnaround (e.g., Marquette/Muessel) 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 Two Thousand Dollar (\$2000) stipend during the 2021-2022 school year.
- C. Employees working in Non-Turnaround, Non-SBEZ buildings, including bus paraprofessionals, 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 One Thousand Dollar (\$1000) stipend during the 2021-2022 school year.
- D. Employees working in SBEZ buildings who complete additional in-service, cross-training, professional development, focus group participation, 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 Two Thousand Dollar (\$2000) stipend during the 2021-2022 school year, which will be payable in two equal installments at the end of each semester. In addition, 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 16: 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 V
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. Once Worker's Compensation benefits start, sick leave pay 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 weekly wage at the time the accident occurred.

**ARTICLE VI
MANAGEMENT RIGHTS**

- A. The Union acknowledges that the Employer has certain exclusive statutory rights and responsibilities which it may not surrender and, except as expressly provided otherwise by this Agreement or by law, the Employer shall retain its rights whether or not such rights have been exercised in the past, 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.
- B. Such rights of the Employer 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.
- C. The Employer further specifically reserves the right to move, relocate, sell, close, liquidate, or consolidate any of its facilities on the operations performed in such facilities in whole or in part.
- D. The Union agrees that in no event, whatsoever, will 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 VII 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 an 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 through 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: The time spent by Union representatives in negotiations shall not be compensated for by the Employer.