

**AGREEMENT**

**BETWEEN THE**

**BOARD OF SCHOOL TRUSTEES**

**OF THE**

**EAST ALLEN COUNTY SCHOOLS**

**AND THE**

**EAST ALLEN COUNTY SCHOOLS**

**CUSTODIAN ASSOCIATION**

**JANUARY 1, 2015 THROUGH JUNE 30, 2016**

**01/01/2015 – 06/30/2016 COLLECTIVE BARGAINING  
AGREEMENT  
EAST ALLEN COUNTY SCHOOL  
CUSTODIAN ASSOCIATION  
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# **EAST ALLEN COUNTY SCHOOLS CUSTODIAL AGREEMENT**

This Agreement made this 9th day of December, 2014 by and between the BOARD OF SCHOOL TRUSTEES of the EAST ALLEN COUNTY SCHOOLS, hereinafter referred to as the "Board", and the EAST ALLEN COUNTY SCHOOLS CUSTODIAL ASSOCIATION, hereinafter referred to as the "Association".

WHEREAS, it is the intent and purpose of this Agreement to promote and improve employee relations between the Board and its employees; aid toward the economical and efficient operation of the school; make reasonable provisions for the safety and health of the employees; accomplish and maintain the highest efficiency and quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work and certain other conditions of employment to be observed between the parties to this Agreement.

NOW, THEREFORE, the parties agree as follows:

## **Article I Recognition**

### **Section 1.**

The Board recognizes the Association as the sole exclusive bargaining agent with respect to wages, hours and those conditions of employment provided for in this Agreement for all custodial employees, excluding, however, all other professional, administrative, or supervisory employees with the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or to responsibly direct them or to adjust their grievances or effectively recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

### **Section 2. Definitions**

- A. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all custodial employees represented by the Association in the bargaining unit as above defined, and references to a specific gender shall include the other gender.
- B. The terms "Board" and "Association" shall include authorized officers, representatives and agents.

### **Section 3.**

Except to the extent expressly abridged by a specific provision of this Agreement, or by law, the Association recognizes and agrees that the Board reserves and retains, solely and exclusively, all of its common law rights to manage the affairs of the Corporation, such as rights existing prior to the execution of this or any other previous Agreement with the Association. The rights of management, which are not abridged by this Agreement shall include, but are not limited to, the right to:

- A. Establish or continue policies, practices and procedures for the conduct of the business of the Corporation and its individual schools and from time to time change or abolish such policies, practices, or procedures.

- B. Determine the principal location, relocation, and types of its operation and the methods, process, and materials to be employed.
- C. Determine the number of hours per day or week the operation must be carried on.
- D. Determine qualifications for work, and to assign work to such employees in accordance with the requirements determined by the Board.
- E. To hire, transfer, promote, demote, lay off, discipline, suspend or discharge for just cause.
- F. Make and enforce reasonable rules.
- G. Take such measures as the Board may determine to be necessary for the orderly, safe and efficient operation of the School Corporation and its schools.
- H. Establish standards and methods.
- I. To subcontract work.
- J. To transfer work or otherwise perform work.
- K. Take what other actions that may be necessary to carry out the mission of the public schools and the School Corporation as provided by law.
- L. All of the rights, functions and prerogatives of the Board and its designated management which are not expressly and specifically restricted or modified by one or more explicit provisions of the Agreement, are reserved and retained exclusively to the Board and shall not be subject to arbitration.
- M. In no event shall any rights, functions or prerogatives of the Board and its designated management ever be deemed or construed to have been modified, diminished, or impaired by any past practice or course of conduct, or otherwise than by any explicit provision of the Agreement.

## **Article II Association Rights**

### **Section 1.**

The employees shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining other than during working hours. There shall be no discrimination because of race, color, religion, sex, national origin, age, association membership or association activities, except as limited by Article IV -- Work Interruption.

### **Section 2.**

The Board will bargain with no other bargaining representative with respect to this bargaining unit during the term of this Agreement and further agrees not to enter into any other agreements or contracts with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

### **Section 3.**

The Association shall be provided access to school buildings for the purpose of holding general meetings. All dates, times and facilities to be used must be scheduled through the building principal. School facilities will not be used for Association meetings during the regular school day.

### **Section 4.**

The Association shall be provided use of one (1) bulletin board assigned by the building administrator in each building to carry on their responsibilities as exclusive representatives.

**Section 5.**

The Association shall be provided use of the courier mail service during the year to carry on their responsibilities as exclusive representative.

**Section 6.**

Effective August 1, 2015 The Board shall deduct the sum of the regular membership dues of the Association in eighteen (18) equal deductions for each check in accordance with the established pay schedule of East Allen County School Corporation provided the Association provides the Board with written authorization to make such deductions not later than two (2) weeks prior to the first deduction. Association membership dues shall be on a continuing basis unless revoked, in writing, by the employee to the Association and the Board. Additionally, any adjustment in the Association dues total in subsequent years for employees having already signed the designated form will be supplied by the Association not later than two (2) weeks prior to the first deduction of each applicable year. Additionally, the Board agrees to accept additional dues deductions submitted after the two (2) weeks prior to the first regular deduction of Association membership dues in accordance with the eighteen (18) deductions and the pay schedule of East Allen County School Corporation. The deductions shall be remitted not less frequently than monthly to the Association.

The Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Board in complying with the provisions of this Section.

**Section 7.**

The Board shall maintain one (1) personnel file per employee. An employee shall be informed prior to material of a derogatory nature being placed in his/her personnel file and shall receive a copy. The material shall be signed and dated by the employee to indicate that he/she has seen it; however, such signature does not indicate agreement with its content. The employee has the right to respond in writing. If he/she chooses to do so, he/she shall respond within thirty (30) calendar days and his/her written response shall be attached to the material and placed in his/her personnel file. Failure of the employee to respond in writing to any derogatory material shall not be construed to indicate agreement with its content. The content of the material shall not be subject to the grievance procedure; however, in the event of a suspension or termination, the content of the material and the written response may be introduced into evidence by either party. Derogatory material shall be removed from the employee's personnel file if such material has been on file for two (2) years and there has been no recurrence of circumstances similar to those which prompted the inclusion of such derogatory material; however, this does not apply to formal evaluations.

An employee shall also have the right to be informed of, receive a copy of, and respond in writing to any formal evaluation. The evaluation shall be signed and dated by the employee to indicate that he/she has seen it; however, such signature does not indicate agreement with its content. Failure of the employee to respond in writing to any derogatory material contained in the formal evaluation shall not be construed to indicate agreement with the derogatory material. The evaluation, and the employee's written response to the evaluation shall be placed in the employee's personnel file. The content of the evaluation shall not be subject to the grievance procedure; however, in the event of a suspension or termination, the formal evaluation and written response may be introduced into evidence by either party.

**Section 8.**

When an employee is given a written reprimand that specifically indicates that future suspension and/or termination is possible, the form in Appendix A shall be used. The employee shall be informed prior to such written reprimand being placed in his/her personnel file and shall be given a copy. The written reprimand shall be signed and dated by the employee to indicate that he/she has seen it; however, such signature does not indicate agreement with its content.

The employee has the right to respond in writing, if he/she chooses to do so. His/Her written response shall be attached to the material and placed in his/her personnel file. Failure of the employee to respond in writing to any written reprimand shall not be construed to indicate agreement with its content.

After receiving a written reprimand that specifically indicates that future suspension and/or termination is possible, the employee may request a meeting with the Director of Facilities or designee to discuss the matter. The employee may have a representative(s) of the Association present at this meeting. Following the meeting with the Director of Facilities or designee, the employee may request a meeting with the Director of Human Resources to discuss the matter. The Director of Facilities or designee may be present at this meeting. In the event the Director of Facilities or designee, or the Director of Human Resources schedules a meeting with the employee to discuss the matter, the employee may have a representative(s) of the Association present at this meeting(s). The meeting(s) specified within this paragraph should not be held during the normal working hours of the employee. The parties involved shall arrange, by mutual agreement, the meeting time(s).

The content of the written reprimand that specifically indicates that future suspension and/or termination is possible shall not be subject to the grievance procedure. However, in the event of a suspension and/or termination, the content of the materials and the written response may be introduced into evidence by either party.

**Section 9.**

Employees shall be permitted to see their personnel file and may duplicate any information in the file except information secured in the course of employing the employee.

**Section 10.**

The Board shall supply the Association with a copy of each job description covered by this Agreement.

**Section 11.**

The Board shall provide the Association president the names of all employee applicants for bargaining unit vacancies within five (5) work days following Human Resources' disposition concerning the filling of a vacancy(ies).

**Section 12.**

A maximum of two (2) Association negotiating team members, not from the same building, who are regularly scheduled to work during negotiations meetings with the Board's team may be allowed with permission of the Director of Facilities to participate in such meetings and make up missed work time due to such meetings. This makeup is to be completed before the next school day.

**Section 13.**

The Board shall provide the Association president, within fourteen (14) calendar days after the applicable action, with the following:

- A. Names of all newly hired employees;
- B. Names of all employees whose employment relationships have been terminated, unless the employee requests his/her name not be provided.

#### **Section 14.**

The parties agree that the Board will not implement the subcontracting of work performed by bargaining unit employees covered by this Agreement which would result in a layoff and/or a reduction in normal work hours without adhering to the following schedule and provisions:

- A. The Association President shall be notified in writing of the specific work area(s) being considered for subcontracting a minimum of ninety (90) calendar days prior to the date of the Board decision to subcontract.
- B. The Association President shall be given the written specifications being supplied and required of potential subcontractors for the specific work area(s) being considered for subcontracting. These specifications are to be provided within thirty (30) calendar days from the date of notification in Part A above.

If the Board fails to comply with either of the provisions specified above (A or B), the Board shall refrain from subcontracting such work until the Board complies with all of the provisions (A and B), commencing with the notification specified in Part A above.

Subcontracting in this section covers only work that is now performed by bargaining unit employees during normal working hours. This does not include work that the Board has contracted for maintenance or repairs of buildings.

#### **Section 15.**

The Association President shall be provided the same "Board Packet" as provided the President of the EAEA not less than twenty-four (24) hours prior to each Board of School Trustees meeting.

### **Article III Conflict With Law**

If any article or section of this Agreement shall be held invalid by operation of law or by any agency of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such agency pending a final determination as to its validity, the remainder of this Agreement and the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In either of the events set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If, at any time thereafter, such provision in question is no longer in conflict with the law, then such provision of the Agreement, as originally embodied herein, shall be restored in full force and effect, as if it had never been in controversy or violation.

### **Article IV Work Interruption**

#### **Section 1.**

During the period of this Agreement, the Association, its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall an employee take part in any work interruption, slow down, stoppage of work including mass

sick calls, boycott, picketing or other interruption or interference with the operation of the School Corporation or School properties.

Failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for whatever disciplinary action, including suspension or discharge, is deemed necessary by the Board, and the Board shall have the right to take such disciplinary action in addition to all other rights and remedies which the Board may have or to which it is entitled, both at law and in equity.

### **Section 2.**

The Board agrees to no lockouts. A layoff due to the closing of schools or legitimate breakdown beyond the control of the Board requiring a shutdown of an individual school facility shall not be construed to mean a lockout.

## **Article V Grievance Procedure**

### **Section 1.**

A claim by an employee or the Association that there has been an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement, may be processed as a grievance as herein provided.

### **Section 2.**

In the event that an employee believes there is a basis for a grievance, this procedure shall be initiated in the following manner:

#### **Step 1**

Informal Grievance: Within thirty (30) calendar days after the employee believes there is a basis for a grievance, the employee shall approach the Director of Facilities or designee and discuss the matter in his/her own behalf, either personally or accompanied by an Association representative(s). A written confirmation of the date of such informal meeting and its general topic shall be completed by both parties on the informal step grievance form attached as Appendix B. The employee, either personally or accompanied by an Association representative(s), must file an informal grievance before filing a formal grievance as specified in Step 2.

#### **Step 2**

Formal Grievance: If as a result of the informal discussion with the Director of Facilities or his/her designee, a grievance still exists, the employee may within twenty-one (21) calendar days of the informal discussion, invoke the formal grievance procedure only through the Association by submitting a written grievance to the Director of Facilities or his/her designee indicating the specific article(s) and section(s) violated and the remedy sought, dated and signed by the employee or Association representative. Within ten (10) calendar days of receipt of the grievance, the Director of Facilities or his/her designee shall meet with the grievant and the Association representative(s) in an effort to resolve the grievance. The Director of Facilities or his/her designee shall indicate his/her disposition of the grievance in writing within ten (10) calendar days of such meeting and shall furnish a copy thereof to the grievant and the Association president or his/her designee.

#### **Step 3**

If the grievance is not settled to the employee's satisfaction at Step 2, the Association may submit the grievance to the Director of Human Resources within fifteen (15) calendar days of receipt of the disposition given in Step 2. Within ten (10) calendar days, the Director of Human Resources shall meet with the Association representative(s) on the grievance and

shall indicate his/her disposition of the grievance in writing within ten (10) calendar days of such meeting and shall furnish a copy thereof to the grievant and the Association president or designee.

#### **Step 4**

If the Association is not satisfied with the disposition of the grievance by the Director of Human Resources, the Association may submit the grievance to binding arbitration, before an impartial arbitrator selected through the American Arbitration Association. The Association shall submit its intent to arbitrate the grievance to the Director of Human Resources within thirty (30) calendar days of receipt of the answer given in Step 3. The parties shall meet and decide within ten (10) calendar days if the hearing will be conducted under the American Arbitration Association Expedited Arbitration Rules, with the exception of the hearing notification which the parties agree that such American Arbitration Association notification shall be at least fourteen (14) calendar days prior to the hearing. The Association shall file for arbitration with the American Arbitration Association within forty-five (45) calendar days of receipt of the answer given in Step 3.

- A. The arbitration hearing shall be conducted under the rules of the American Arbitration Association. If both parties (Association and Board) agree, the hearing may use the American Arbitration Association Expedited Arbitration Rules.
- B. If the American Arbitration Association Expedited Arbitration Rules are not used, the American Arbitration Association shall be asked to submit a panel of at least seven (7) impartial persons, all of which are members of the National Academy of Arbitrators. Selections from this panel shall be made by the Board striking one name and the Association striking another until one name remains. The person whose name remains shall become the arbitrator selected by the parties.
- C. It shall be the responsibility of the parties, when applicable, to insure that an arbitrator is selected within twenty (20) calendar days of the date of the receipt of the panel from the American Arbitration Association.
- D. Either party may request, no less than twenty (20) calendar days prior to the arbitration hearing, a conference which shall be scheduled by agreement of the parties no less than ten (10) calendar days prior to the arbitration hearing. The purpose of which shall be:
  1. To stipulate to as many facts as possible;
  2. To identify which facts and/or issues remain unresolved;
  3. To exchange lists of witnesses, the nature of their testimony and exhibits;
  4. To resolve the grievance, if possible, at this conference.

The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not disclosed to the other party at this conference.

- E. Jurisdiction of the arbitrator shall be only in regard to the particular dispute before him/her, and he/she shall have no power or authority to add to, subtract from, modify or change in any way any of the terms of this Agreement or to write any new clause, change any existing clause, or write a new agreement, nor shall he/she establish wage scales, change any wages or rates of pay. The arbitrator shall have no power to pass upon any subject not specifically provided for in this Agreement nor any function that belongs to the Board or its designated management as provided for in Article I, Section 2.
- F. Awards of the arbitrator shall be final and binding and shall determine the subject of the arbitration for the duration of this Agreement.
- G. Each party shall bear the cost of presenting its case before the arbitrator.

H. The expenses and fees of the arbitrator and filing fee shall be shared jointly by the Board and the Association.

**Section 3.**

The time limits provided in this Article shall be strictly observed but may be extended by mutual consent of the parties. If the Board or its agents fail to meet the specified time limits as stated in this Article, the remedy sought by the grievant shall be construed as granted. If the grievant or Association fail to meet the specified time limits as stated in this Article, said grievance shall be deemed abandoned. In the event of a grievance filed after May 15, the timelines established in Section 2 of this Article shall be met even though the official school year may have ended. All written grievances shall be presented and discussed during non-working hours; however, if the employer or arbitrator schedules a meeting or hearing at Step 4 during the working hours of an employee where testimony is necessary to the presentation of the grievance, the employee shall suffer no loss in pay. The building administrator shall provide the Association representative a suitable space to discuss a current grievance.

**Section 4.**

Notwithstanding the expiration of this contract, any claim or grievance arising thereunder may be processed through the grievance through resolution.

**Section 5.**

If the grievance affects employees in two (2) or more buildings, the Association shall have the right to bypass Steps 1 and 2 and within thirty (30) calendar days from the cause of the alleged grievance, submit such in writing to the Director of Human Resources directly and the processing of such grievance shall be commenced at Step 3 of the grievance procedure.

**Section 6.**

If the Director of Facilities or designee indicates in writing at Step 1 that the alleged grievance is not within his/her jurisdiction, the Association shall have the right to bypass Step 2 within twenty-one (21) calendar days of such written indication, submit such in writing to the Director of Human Resources directly and the processing of such grievance shall be commenced at Step 3 of the grievance procedure.

**Section 7.**

If the grievance concerns an employee's dismissal, the Association may submit the grievance to binding arbitration in accordance with Step 4. The Association shall submit its intent to arbitrate the grievance to the Director of Human Resources within thirty (30) calendar days of receipt of the Board of School Trustees' action concerning said employee's dismissal. The Association shall file for arbitration with the American Arbitration Association within forty-five (45) calendar days of receipt of the Board of School Trustees' action and the processing of such grievance shall be commenced at Step 4 of the grievance procedure.

**Section 8.**

Any aggrieved employee may elect to accompany the Association representative(s) at any step of the grievance procedure.

### **Section 9.**

Only the Association shall have the right to prosecute a formal grievance under this Agreement, and only the Association shall have the right to take to arbitration any formal grievance which is otherwise arbitrable under this Agreement. If the Association refuses to prosecute a formal grievance on behalf of any employee hereunder, the employee who has filed such formal grievance shall be conclusively bound thereby and the Association shall thereafter be stopped to revive or further prosecute said formal grievance.

### **Section 10.**

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and no grievance shall be used as a basis for punitive action.

### **Section 11.**

All meetings and hearings under this procedure shall be closed to the public and shall include only the interested parties, representatives and any necessary witnesses except by agreement of the parties.

## **Article VI Seniority**

### **Section 1.**

“Unit Seniority” shall be defined as the length of continuous service from the employee’s date of last employment with the Board in this bargaining unit. An employee whose regular working schedule is less than four (4) hours per day will be credited with one-half (1/2) day’s unit seniority for each day of service prior to July 1, 1994. Commencing July 1, 1994, all employees will be credited with one (1) day unit seniority for each day of service. If two (2) or more employees have the same length of unit seniority, a one-time random draw will determine the most senior. The term bargaining unit shall refer to all custodial classifications not excluded in Article I, Section 1.

### **Section 2.**

“Classification seniority” shall be defined as the length of service that an employee has been in a certain classification provided that continuous service within the bargaining unit has not been broken nor employment terminated. An employee may hold seniority in more than one (1) job classification, but may accumulate seniority in only one classification at a time. If two (2) or more employees have the same classification seniority, then the employee with the greatest unit seniority shall be considered senior. An employee whose regular working schedule is less than four (4) hours per day will be credited with one-half (1/2) day’s classification seniority for each day of service prior to July 1, 1994. Commencing July 1, 1994, all employees will be credited with one (1) day of classification seniority for each day of service. Classifications as they appear in this Agreement will not be altered during the duration of the Agreement.

### **Section 3.**

New employees and those hired after a break in unit seniority shall be regarded as probationary employees for their first sixty (60) days of actual work. They shall receive no continuous service credit or fringe benefits except as provided in Articles VIII - Hours of Work and Overtime, IX - Compensation, XI - Retirement Benefits, and XIII - Worker’s

Compensation during such probationary period. Probationary employees retained by the Board subsequent to their first sixty (60) days of actual work shall receive full continuous service credit from their date of last hire and shall become eligible for all fringe benefits commencing their sixty-first (61st) day of actual work.

Probationary employees may be laid off, transferred, disciplined, suspended and/or discharged as exclusively determined by the Board and shall have no recourse to the grievance procedure of this Agreement.

In the event of a reduction in the custodial department working force through elimination or combining of positions and/or in the event of reduced months and/or hours, all probationary employees within the custodial department shall be laid off before any regular employee within the custodial department.

#### **Section 4.**

Any employee hired as a temporary employee shall receive no continuous service credit or fringe benefits while so classified. The Board shall notify the Association of all employees hired for temporary work. Temporary employees shall be given an opportunity to qualify as regular employees. Temporary employees shall not be eligible for benefits other than those provided for in Article XIII - Worker's Compensation. Substitutes are not temporary employees.

In the event of a reduction in the custodial department working force through elimination or combining of positions and/or in the event of reduced months and/or hours, all temporary employees within the custodial department shall be laid off before any regular employee within the custodial department.

#### **Section 5. Elimination of Positions**

- A. An employee(s) whose position(s) has been eliminated or who has been bumped shall have the right to exercise, within five (5) working days, the following rights with reference to his/her presently assigned job classification:
  1. To bump the employee with the least classification seniority. If this least senior employee's position is for fewer scheduled hours and/or months than his/her former position, he/she shall have the right to bump that employee with the least classification seniority holding a position for which the scheduled hours and/or months are equal to those of his/her former position. In the event there is no such position equal in hours and/or months held by a less senior employee, he/she shall have the right to bump a less senior employee holding the position nearest, but less than, the scheduled hours and/or months of his/her former position which the less senior employee shall be the least senior employee assigned such hours and/or months. In addition, he/she may exercise the bumping rights enumerated in Part B of this Section.
  2. If two (2) or more positions are to be combined, the combined position(s) shall be offered to the affected employee(s) in order of greatest classification seniority. The affected employee(s) choosing not to accept the combined position(s) or unable to accept because of classification seniority shall have the bumping rights enumerated in Part 1 above.
  3. To go on layoff status.
- B. A custodial department employee(s) whose position(s) has been eliminated or who has been bumped from his/her presently assigned custodial job classification shall have the right to exercise, within five (5) working days, the following rights with reference to his/her other custodial classification seniority(ies) which he/she holds:

1. To exercise any other custodial classification seniority(ies), if at least one (1) year, which he/she holds to bump the employee with the least classification seniority with lesser classification seniority within the applicable classification. If this least senior employee's position is for fewer hours and/or months than the position from which he/she was laid off, he/she shall have the right to bump the employee with the least classification seniority with lesser classification seniority within the applicable classification holding a position for which the hours and/or months are equal to those of the position from which he/she was laid off. However, in the event there is no position equal to hours and/or months held by a less senior employee, he/she shall have the right to bump an employee with lesser classification seniority within the applicable classification holding a position nearest, but less than, the hours and/or months of the position from which he/she was laid off provided that such less senior employee shall be the employee with the least classification seniority within the applicable classification assigned such hours and/or months.
2. To go on layoff status. If the custodial department employee does not qualify for Part B, option 1 above, he/she shall have the right to exercise, within five (5) working days, the following rights with reference to his/her unit seniority:
  - a. To bump the Custodial I classification employee with the least unit seniority with lesser unit seniority within the bargaining unit. If this least senior employee's position is for fewer hours and/or months than the position from which he/she was laid off, he/she shall have the right to bump the Custodial I classification employee with the least seniority with lesser unit seniority within the bargaining unit holding a position for which the hours and/or months are equal to those of the position from which he/she was laid off. However, in the event there is no position equal in hours and/or months held by a less senior Custodial I classification employee, he/she shall have the right to bump the Custodial I classification employee with lesser unit seniority within the bargaining unit holding a position nearest, but less than, the hours and/or months of the position from which he/she was laid off, provided that such less senior Custodial I classification employee shall be the employee with the least unit seniority within the bargaining unit assigned such hours and/or months.
  - b. To go on layoff status.

## **Section 6. Reduced Months or Hours**

An employee(s) whose regular daily/weekly work hours and/or months have been reduced shall have the right to remain in the position with the reduced work hours and/or reduced months or shall have all the bumping rights enumerated in Section 5 of this Article. Employees who are bumped in accordance with Sections 5 or 6 of this Article shall have all the bumping rights specified within Section 5.

## **Section 7. Recall**

Employees on layoff or employees who bump to avoid layoff shall be recalled in the following order:

- A. After posting as specified in Article VII - Vacancies, shall be recalled in order of greatest applicable classification seniority to any open position which becomes available in the classification to which they were assigned at the time of layoff or within the classification from which they bumped to avoid layoff. If an employee on layoff is recalled to said position and rejects such recall, he/she shall lose all of his/her recall rights and his/her

continuous service shall be broken and employment relationship shall be severed. If an employee who bumps to avoid layoff is recalled to said position and rejects such recall, he/she shall lose his/her recall rights to the applicable specific classification until he/she is subsequently laid off; however, such rejection shall not affect his/her rights enumerated in Section 7-B of this Article.

- B. After posting as specified in Article VII - Vacancies, employees on layoff who are unable to bump or who choose not to bump in accordance with Sections 5 and/or 6 of this Article and employees who bump to avoid layoff, holding classification seniority in other job classification(s), shall be recalled in order of greatest applicable classification seniority to any open position which becomes available in any of the applicable classification(s). If the employee is recalled to said position and rejects such recall, he/she shall lose his/her recall rights to the applicable specific job classification until he/she is subsequently laid off; however, such rejection shall not affect his/her rights enumerated in Section 7-A of this Article.
- C. After posting as specified in Article VII – Vacancies, employees on layoff shall be recalled in order of greatest unit seniority to any open position which becomes available within Custodial I classification. If an employee is recalled to a position and rejects the recall, he/she shall lose his/her recall rights to Custodial I classification until he/she is subsequently laid off. However, such rejection shall not affect his/her rights enumerated in Sections 7-A and B of this Article.

### **Section 8.**

In the event of permanent decrease in working force, the intent and application of this Article is to reduce people and not months or weeks of work during the calendar year.

Regular employees who are laid off and employees who bump to avoid layoff shall be recalled in accordance with Section 7 of this Article before any new employee shall be hired within the applicable classifications.

An employee who fails to exercise his/her right to bump in accordance with Sections 5 and 6 of this Article shall remain on layoff status until recalled in accordance with Sections 7 and 9 of this Article.

### **Section 9.**

Continuous service shall be broken and employment relationship terminated only when an employee:

- A. Quits;
- B. Is discharged for just cause;
- C. Fails to report for work within five (5) days after receipt of a written notice of recall to work after a layoff, as specified and in accordance with Section 7 of this Article, given by the Board by registered or certified mail or telegram and addressed to the employee at his/her last address appearing on the records of the Board. The Board's letter shall be considered as received if it is returned and marked "no forwarding address";
- D. Is laid off in excess of three (3) years, or laid off in excess of the employee's length of unit seniority, whichever is greater;
- E. Fails to return to work on schedule following a vacation or authorized leave of absence without a reasonable and acceptable excuse;
- F. If for any reason is absent from work for a period of three (3) consecutive working days without notifying the Director of Facilities without a reasonable and acceptable excuse.

**Section 10.**

The Board shall supply the Association, upon request, a current seniority list of all employees in each occupational classification. Seniority lists shall include the name and the seniority dates (unit and classification) of each employee on the list. Alleged errors in the seniority list shall be brought to the attention of the Board as promptly as possible. Seniority lists shall be posted by July 1 of any contract year.

**Section 11.**

Seniority shall not apply to any particular type of work within a classification or to the place where such work is performed, or to any particular machine or piece of equipment with which work is performed.

**Section 12.**

Neither classification seniority nor unit seniority shall accumulate during a period of layoff, but shall be retained and restored to an employee upon the employee's recall from unit layoff.

**Section 13.**

Employees on layoff shall have the option to be on the substitute list.

**Section 14.**

Employees on layoff shall be offered temporary work before any outside temporary employees are hired.

**ARTICLE VII  
Vacancies**

**Section 1.**

It is agreed that all permanent, new and current job vacancies will be posted by the Director of Human Resources on designated bulletin boards in each school building and maintenance building for the purpose of posting said notice. Each posting shall indicate the location, department, classification, hours of work/schedule, and the major area(s) of responsibilities. A copy of the posting will be sent to the Association president. No job vacancy(ies) shall be filled, except on a temporary basis, until such vacancy(ies) have been posted for six (6) work days. No posting shall be made on Monday. Any employee wishing to apply for the position will apply in writing to the Director of Human Resources within the six (6) working day posting period. The successful applicant(s) who has been awarded a vacant position shall be transferred to the position within a reasonable time period.

**Section 2. Custodial Department Vacancies**

- A. Vacancies in Classifications I, and II within the custodial department shall be filled in accordance with this section, in the following priority:
  - 1. Employee applicants presently assigned and working within the specific job classification in which the vacancy occurs, excluding Custodial I classification; classification seniority shall govern.
  - 2. Vacancies occurring in a Custodial I classification; unit seniority shall govern.
  - 3. Higher classification employees within the custodial department not holding the applicable classification seniority when the vacancy occurs in said department; unit seniority shall govern with the highest classification having priority.

4. Employee applicants holding applicable classification seniority, if at least one (1) year, within the specific job classification in which the vacancy occurs; classification seniority shall govern.
  5. Lower classification employees within the custodial department not holding the applicable classification seniority; unit seniority shall govern with the highest classification having priority.
- B. Vacancies in Classifications III, IV, V and VI within the custodial department shall be filled in accordance with this section, in the following priority:
1. Employee applicants presently assigned and working within the specific job classification in which the vacancy occurs; classification seniority shall govern.
  2. If no employee applicants qualifying under priority 1 apply for the vacancy within the posting deadline, then the vacancy may be filled, at the discretion of management, from either inside or outside the School district, without regard to seniority. However, the Association president, or his/her designee, shall be permitted to participate in any interview. If the position is not awarded to an applicant from the bargaining unit, he/she shall be given written reasons from the Director of Human Resources. The Association may not grieve the selection decision but may grieve the fairness of the interview process if there is a substantial variance in the manner in which each applicant interview is conducted. No selection may be made until the Association has had one (1) work day to file a grievance challenging the fairness of the selection process.

At the time of posting a vacancy within custodial department Classifications III, IV, V and VI, such posting shall contain a copy of the job description for the applicable classification.

An applicant who is awarded a custodial department Classification III, IV, V or VI position in accordance with Section B-2 above shall be subject to the following:

1. Be given a job description when awarded the position and provided head custodial training, specifically evaluative techniques, within seven (7) calendar days following the first day of work in the position.
2. To commence a one hundred twenty (120) calendar day evaluative period during which the employee shall be evaluated at the end of forty-five (45) calendar days, ninety (90) calendar days and one hundred twenty (120) calendar days. Each evaluation shall contain any cited deficiency, which shall be specific with specific recommendations for improvement of any cited deficiency. The Board may end the one hundred twenty (120) calendar day evaluative period at the end of forty-five (45) calendar days and the employee shall be approved. However, the employee shall have the right to voluntarily relinquish the position during the one hundred twenty (120) calendar day period as specified in 3 below.
3. During the one hundred twenty (120) calendar day evaluative period, the employee shall have the right to voluntarily relinquish the position and bump in accordance with Article VI, Section 5-B, with the exception of bumping into custodial department classifications III, IV, V and VI.
4. In the event of an unsatisfactory one hundred twenty (120) calendar day evaluation, the employee shall relinquish the position and bump in accordance with Article VI, Section 5-B, with the exception of bumping into custodial department classifications III, IV, V and VI.

An employee receiving a satisfactory one hundred twenty (120) calendar day evaluation shall have successfully completed the one hundred twenty (120) calendar day evaluative period and shall be considered to be approved.

Employees who successfully complete the one hundred twenty (120) calendar day evaluative period (or the 45 calendar day evaluative period as specified in 2 above) shall be ineligible to apply for another position within the same Classification, III, IV, V or VI, for twenty-four (24) months following the employee's first day of work in the position. The twenty-four (24) month time period may be waived by mutual agreement of the Board and the Association.

An employee who relinquishes a custodial department classification III, IV, V or VI during the one hundred twenty (120) calendar day evaluative period, as specified in 3 and 4 above, shall be ineligible to apply for a subsequent vacancy within the applicable Classification, III, IV, V or VI, for twelve (12) months following the employee's last day of work in the position. The bumping rights set forth in 3 and 4 above shall apply to bargaining unit applicants awarded the position in accordance with priority B above, and shall not be extended to successful applicants outside of the bargaining unit.

### **Section 3.**

A copy of the Director of Human Resources' disposition concerning the filling of a vacancy shall be sent to all unsuccessful applicants and to the Association president.

The Board shall provide the Association president the names of all employee applicants for bargaining unit vacancies within five (5) work days following the Director of Human Resources' disposition concerning the filling of a vacancy(ies).

### **Section 4.**

A new employee shall not be eligible to transfer from his/her hire-in position during his/her probationary period. After the completion of his/her probationary period, an employee shall not be allowed to transfer within his/her first year of employment unless such transfer would result in a promotion including more hours and/or months. The Board and the Association, by mutual agreement, may allow any non-probationary employee with less than one (1) year of unit seniority to transfer.

An employee with at least one (1) year unit seniority will be granted a maximum of one (1) transfer in any six (6) month period unless such transfer would result in a promotion including more hours and/or months, or when deemed necessary by the Board after first discussing the situation with the Association.

Any bump resulting from an employee(s) exercising his/her bumping rights and/or recall from layoff as specified in Article VI – Seniority, shall not be deemed a transfer for the purposes of this Section.

### **Section 5.**

Vacancies may be filled on a temporary basis, up to a maximum of twenty (20) work days.

## **ARTICLE VIII Hours of Work and Overtime**

### **Section 1.**

This article is intended to define the normal hours of work and to provide the basis of the calculation and payment of overtime. It shall not be construed as a guarantee of minimum or maximum hours of work per day or per week or of working schedules, or the amount of work performed in any work day or work week by an employee(s), individually or collectively.

## **Section 2.**

The normal work week shall consist of forty (40) hours, Monday through Friday, commencing at 12:01 a.m. on Monday. The normal work day shall consist of eight (8) consecutive hours of work, exclusive of a thirty (30) minute duty free lunch period during which the employee may leave the building, in any twenty-four (24) hour period commencing when the employee starts work or the beginning of his/her regular shift.

The Director of Facilities shall designate the time for the beginning and the ending of any shift. Work days or work weeks differing from those indicated above may be established by the Director of Facilities after first notifying the employee involved at least twenty-four (24) hours in advance; provided, however, that the employee's regularly scheduled work hours shall be continuous.

## **Section 3.**

One and one-half (1 1/2) times the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one work day, forty (40) hours in any one work week, or for all work performed on Saturday. Two (2) times the regular hourly rate shall be paid for all work performed on Sunday. One and one-half (1 1/2) times the regular hourly rate shall be paid for all work performed on the holidays enumerated in Article XXI - Holidays, Section 1, in addition to his/her regular holiday pay as specified in Article XXI - Holidays, Sections 2 and 3.

If EACS utilizes an alternative work week which is defined as four (4) ten hour shifts during a week for a total of forty (40) hours. During an alternative work week only hours above the forty (40) for the week will be considered as overtime. Overtime will not be calculated daily as referenced in this Section (3) during alternative work weeks. During times of approved alternative work week, Custodians will take benefit days in full (10 hours) and half (5 hours) day increments and will not be charged per hour for benefit leave.

There shall be no compensatory time awarded in lieu of overtime pay earned or authorization for compensatory time in lieu of overtime pay earned.

There shall be no pyramiding of overtime pay. Overtime shall be paid on a daily or weekly basis, whichever is greater, but not for both.

## **Section 4 – Custodial Overtime**

Overtime other than on an ongoing job shall be offered in accordance with Appendix C. Overtime will not be worked unless requested by the unit head and authorized by the Office of the Director of Facilities.

## **Section 5.**

Employees called in to perform emergency or special work at a time other than their regularly scheduled time shall be guaranteed two (2) hours pay at the applicable rate as specified in Section 3 of this Article.

## **Section 6.**

Forty (40) minutes is allotted for each building check at elementary, and middle school levels. Sixty (60) minutes is allotted for each building check at the high school level. The rate of pay shall be one and one-half (1 1/2) times the hourly rate for the head custodian position at the appropriate level.

If there is a need for more time, the rate of pay for the additional time shall be one and one-half (1 1/2) times the employee's regular rate on Saturdays and holidays, and two (2) times the employee's regular hourly rate on Sunday.

**Section 7.**

If an employee is assigned two (2) or more buildings, the travel time between buildings shall be counted as time worked and paid in accordance with Article IX - Compensation during such travel and be paid mileage at a rate based upon Board Policy. The employee shall be covered by Worker’s Compensation during such travel.

**Section 8.**

When an employee is requested by the Director of Facilities to use his/her personal vehicle for school business and said employee accepts, said employee shall:

- A. be paid mileage at a rate based upon Board Policy; and
- B. be covered by Worker’s Compensation during such travel.

No employee shall be required to haul flammable or hazardous material in his/her personal vehicle unless he/she agrees.

**Section 9. Time Off Without Pay**

An employee may take up to a maximum of five (5) working days off without pay per year (July 1 – June 30) with the approval of the Director of Facilities. Unpaid days may be taken in half day or full day units, separately or consecutively. A request for unpaid days beyond five (5) shall be processed through the Director of Facilities to the Director of Human Resources. The Director of Human Resources, at his/her discretion, may grant or deny such request upon his/her determination that extenuating circumstances exist and that no substantial or material disruption will occur in school operations as a result of such extended unpaid leave.

**ARTICLE IX  
Compensation**

**Section 1.**

All employees shall be paid the hourly rate in their classification as follows, beginning January 1, 2015:

Classification:	Hourly Rate 1/1/2015	Hourly Rate 7/1/2015
A. Custodian I		
1. Starting	\$12.48	\$12.73
2. 1 yr. seniority	\$13.25	\$13.52
3. 2 yr. seniority	\$15.14	\$15.44
4. 3 yr. seniority	\$15.14	\$15.44
5. Outside	\$15.92	\$16.24
 B. Custodian II		
1. Starting	\$12.71	\$12.96
2. 1 yr. seniority	\$13.48	\$13.75
3. 2 yr. seniority	\$15.41	\$15.72
4. 3 yr. seniority	\$15.41	\$15.72
 C. Custodian III	\$15.92	\$16.24
 D. Custodian IV	\$17.64	\$17.99
 E. Custodian V		

(Middle School)	\$17.93	\$18.29
F. Custodian VI (High School)	\$18.26	\$18.63

Members of the bargaining unit hired prior to January 1, 2006 working as a Custodian I or II shall move to the top classification salary after one (1) year of seniority.

The foregoing classifications are intended to designate the primary job title of each employee. The Board may require an employee to do the work of any other employee or any other type of work necessary to the operation, provided the Board complies with this Article, Sections 1 and 2.

New employees shall be placed at the starting level hourly rate for the applicable classification.

**Effective January 1, 2015, the Alternative School Head Custodian (Class III) position is reclassified as a Class IV (Elementary Head Custodian) as long as the building houses more than just the Alternative School.**

### **Section 2.**

An employee who is offered a temporary assignment or temporarily transfer by the Director of Facilities to a job classification and rate other than his/her regular job classification, shall receive the straight time hourly rate of his/her regular job classification or the straight time hourly rate of the temporary assignment or transfer, whichever is higher for the time spent on the temporary assignment or transfer, including all time qualifying for overtime pay at one and one-half (1 ½) times the applicable hourly rate. Rate changes will not be made for periods of less than one-half (½) day. Temporary assignments and temporary transfers cannot be made for periods in excess of twenty (20) work days. Such time shall count in progression toward salary rate increases. An employee who permanently transfers from one job classification to another shall receive the rate of the job classification to which he/she transfers.

### **Section 3.**

In the event of an absence(s) of a Custodian II, Custodian III, Custodian IV, Custodian V or Custodian VI occurring outside the summer break period, including the time period(s) as required on Article VII – Vacancies and Section 2 of this Article (temporary assignments/transfers), the applicable aforementioned job classification(s) responsibilities shall be offered on a temporary assignment basis to the custodial employees, in order of greatest classification seniority, assigned to the building in which the applicable absence occurred in the following order:

Elementary/Middle Schools:

1. Custodian II
2. Custodian I on the same shift
3. Custodian I

High Schools:

1. Custodian I on the same shift if the absence of a Custodian V is less than five (5) work days.

2. Custodian II
3. Custodian I

The appropriate rate change(s) shall be made in accordance with Section 2 of this Article. In the event the employee(s) voluntarily accepts the temporary assignment, said employee shall receive the straight time hourly rate of his/her regular job classification or the straight time hourly rate of the temporary assignment, whichever is higher, for all time spent on the temporary assignment, including all time qualifying for overtime pay at one and one-half (1 ½) times the applicable hourly rate. Any employee who voluntarily accepts such temporary assignment which results in a shift change agrees to waive the overtime provision pertaining to all work performed in excess of eight (8) hours in any one (1) work day. Such overtime waiver shall not apply for time qualifying for overtime pay, in excess of eight (8) hours on any one (1) work day, while on the temporary assignment. In the event an absence(s) of a Custodian III, Custodian IV, Custodian V or Custodian VI, and none of the Custodian employees assigned to the building voluntarily accepts the temporary assignment, the Director of Facilities shall fill the absence in one of the following methods: (1) a substitute, or (2) offering to a Custodian I assigned to another building, or (3) temporarily assign the Custodian II, starting with the least classification seniority, in the building in which the absence occurs. In the event an absence(s) of a Custodian II (including absences due to a Custodian II being temporarily assigned to a Custodian IV, Custodian V or Custodian VI position) and none of the custodial employees assigned to the building voluntarily accept the temporary assignment, the Director of Facilities shall fill the absence in one of the following methods: (1) a substitute, or (2) offering to a Custodian I assigned to another building, or (3) temporarily assign the Custodian I, with the least classification seniority, in the building in which the absence occurs. Any temporary assignment specified in this Section which involves a shift change shall require the affected employee be notified at least twenty-four (24) hours in advance of the starting time of the temporary assignment or at the beginning of the affected employee's regularly scheduled work shift on the affected employee's regularly scheduled work day immediately preceding the day on which the temporary assignment is to occur, whichever is greater.

If there is no Custodian II, Custodian IV, Custodian V, or Custodian VI in the building during the summer break period, the Custodian I employees, assigned to the specific building, will be offered the opportunity, in order of greatest classification seniority and on a voluntary basis, to be upgraded to a Custodian II during that time. The affected Custodian I employee who accepts the upgrade shall be paid at the Custodian II rate of pay, including all time qualifying for overtime pay at one and one-half (1 ½) times the Custodian II rate of pay.

**Section 4 - Section 125 Provisions.**

The benefits provided to employees by the provisions of Section 125 of the U.S. Revenue Code (Flexible Benefit Plan), Generation I and Generation II, shall be made available by the Board to all employees. The monthly administrative costs/fees shall be paid by the Board.

The amount paid to the Public Employees' Retirement Fund (PERF) for each employee covered by the Public Employees' Retirement Fund and who participates in Section 125 shall be based on the employee's gross earnings before the Section 125 deductions are made and shall not cause such employee's PERF contributions to be reduced as a result of participation in Section 125.

**Section 5 – Alcohol/Controlled Substances Testing.**

All bargaining unit employees required to hold and maintain a Commercial Driver's License (CDL) shall be subject to and controlled by the provisions of the Omnibus Transportation

Employee Testing Act of 1991 (OTETA). The cost of any and all tests for alcohol and controlled substances (drugs) and/or testing equipment referenced within and covered under the OTETA shall be borne by the school employer, e.g., pre-employment screening, reasonable suspicion, post-accident (within 32 hours), random testing, “negative” confirmation, return to duty tests (with a negative result), follow-up testing (for a minimum of six tests within the first twelve months). Any controlled substance confirmation test which proves “positive” shall be the sole financial responsibility of the employee.

All such drug testing under the OTETA shall be conducted by urine specimen analysis. Each specimen shall be subdivided into a “primary” and a “split” specimen. Both specimens are to be sent to a Department of Health and Human Services (DHHS) certified laboratory for analysis. Only the “primary” is opened and used for urinalysis, the “split” remains sealed. If the “primary” specimen is positive, the employee, following notification of such positive result, has seventy-two (72) hours to request the “split” specimen to be sent to another DHHS certified laboratory for analysis.

### **Section 6 – Stipend Compensation**

A one-time stipend shall be made to Custodian employees that are actively employed by East Allen County Schools on December 9, 2014. The total amount of the stipend shall be \$500 for custodian employees employed by EACS on January 1, 2014 and \$300 for custodian employees hired after January 1, 2014. The amount is prior to taxes being taken/applied. The payment shall be made through EACS’s payroll system and be considered taxable wages. EACS will also consider stipends in 2015 and 2016 for the Custodian group if EACS provides a stipend payment to other EACS employee groups and the same compensation conditions apply (i.e. percent increase, stipend amount).

## **Article X Insurance**

### **Section 1.**

The Board shall provide a plan of Group Insurance for employees and their dependents. The plan shall consist of:

- A. A Comprehensive Hospital/Medical Program
- B. A Dental Insurance Program
- C. A Vision Care Program
- D. A Prescription Program
- E. A Group Life Insurance Program.

### **Section 2.**

The insurance contracts are considered a part of this Agreement. Custodian employees that participate in the East Allen County Schools Group Health Insurance may select any combination of the three types of medical insurance.

- A. Medical and Rx Insurance
- B. Dental Insurance
- C. Vision Care Insurance

available to them. Once a custodian employee has made their selection to “opt-out” of Medical/Rx, Dental, or Vision the coverage will not be restored to the employee. If a HIPAA qualifying event or an open enrollment is offered the employee may re-opt in.

**Section 3.**

1. The manner in which these benefits will be provided shall be a matter of Board discretion, i.e., an insurance carrier of its choice, self-insuring, or any other manner deemed appropriate. Change in any benefit level shall be bargained with the Association.

**Section 4.**

Beginning January 1 2013, the Board subsidy for insurance premiums shall be:

1. Life Insurance: 83% of the full life insurance premium
2. Group Health: The amount of the Board subsidy for Administrators for the same coverage level.
3. Long-Term Disability: The Board shall pay all but \$1.00 of the premium per year toward the employee’s full long term disability insurance annual premium.

**Section 5.**

If an employee leaves the employ of the Board to other full-time employment, he/she may continue the insurance program in which he/she is presently enrolled for an additional ninety (90) calendar days from the last day of the month his/her employment ends, by paying the full applicable premium.

**Section 6.**

When an employee is granted a leave of absence by the Board, for reasons other than medical, he/she shall have the right to participate in insurance coverages which he/she was enrolled in at the time said leave of absence commenced provided that the employee assumes the full cost of the insurance premium(s) for the duration of said leave.

When an employee is granted a leave of absence by the Board, for medical reasons (including childbearing leave), the Board shall continue, for the first twelve (12) months, to pay the dollar amounts as specified in Section 4 of this Article toward the insurance coverages which the employee was enrolled in at the time said leave of absence commenced. However, if the Board extends a medical leave of absence beyond a twelve (12) month period upon the recommendation of a physician licensed to practice in Indiana, commencing with the thirteenth (13th) month of said leave, the employee shall have the right to participate in the insurance coverage(s) during the remaining duration of said leave provided that the employee assumes the full cost of the insurance premium(s) for the duration of said extended leave.

**Section 7.**

An employee may take the life only portion of the insurance program.

**Section 8.**

Those employees leaving the employment of East Allen County Schools because of retirement, may remain a part of the group plan, which includes A, B, C, and D of Section 1

of this Article, by paying the full applicable premium. A retired employee may also remain part of the Group Life Insurance Program until age 65 by paying the full applicable premium. At age 65, the Group Life Insurance Program may be converted to an individual policy in accordance with the carrier's conversion policy.

**Section 9.**

The Group Life Insurance Program shall provide each enrolled employee with the following benefit amounts:

- A. \$20,000 life insurance through age sixty-nine (69);
- B. \$13,000 life insurance commencing at age seventy (70) and continuing through age seventy-four (74);
- C. \$9,000 life insurance commencing at age seventy-five (75) and continuing thereafter.

**Section 10 - Long-Term Disability Insurance**

For those employees who are eligible and elect to enroll, the Board shall provide a Long Term Disability Income Protection Program which after ninety (90) calendar days of disability will provide a benefit of 60% of regular pay up to fifty-two (52) weeks per year with a maximum benefit of \$2,500 per month continuing for the period of disability or to age 65, whichever occurs the sooner. The monthly benefit will include any benefits received from Workers' Compensation, Social Security or any other disability payments, and will be payable per the policy in effect when the claim is filed.

**Section 11.** Effective January 1, 2013, if the Group Health Insurance Plan incorporates higher deductible plans, the individual employees within the Custodian group would be allowed to choose their group health insurance plan on a yearly basis. If EACS is required to utilize the Indiana State Employee Plan, then the Association agrees to the plan requirements.

**Section 12. Spousal Carve-out**

Effective September 1, 2015, all custodian employees on the group health insurance plan will be under the spousal carve-out requirements. If an employee has a spouse working elsewhere who is eligible for group health benefits at their place of employment, he/she must take the group health insurance at their place of employment, unless their cost for the single plan is greater than two (2) times the employee's cost for the single plan at East Allen County Schools. If the spouse takes their employer's group health insurance, the spouse may enroll in East Allen County School's Group Health Insurance, but the plan will only pay on a secondary basis.

**ARTICLE XI  
Retirement Benefits**

**Section 1.**

Any employee in a position requiring one thousand (1,000) hours or more per year shall become a member of the Public Employees' Retirement Fund at the time of hire. Any employee in a position requiring at least six hundred (600) hours but less than one thousand (1,000) hours per year, shall have the option of becoming a member of the Public Employees' Retirement Fund at the time of hire in accordance with the rules of the Public Employees' Retirement Fund.

The Board shall contribute the full percentage amount of such members' gross salary as required by statute as the employee's contribution.

Additionally, the Board shall contribute that portion of gross salary as established by the Public Employees' Retirement Fund each year as the employer's contribution.

### **Section 2.**

Employees may participate in the East Allen County School Corporation annuity program in the manner and to the extent with which such participation is provided for by state and federal statutes.

## **ARTICLE XII Supplemental Retirement/Severance Compensation**

**Section 1.** Beginning January 1, 2010, the Board shall contribute to a voluntary employees' beneficiary association ("VEBA"), as described in Section 501 (c) (9) of the Code, the amount(s) as calculated in accordance with this Section. The Association shall have the authority to select the vendor and establish the forfeiture provisions for the VEBA plan for all employees covered by this Section of the Agreement. Beginning February 1, 2010, and on each February 1 thereafter, the Board shall make an annual contribution of \$600 to each active employee account established under this Section. If an employee works less than a full work year in the prior year, the contribution shall be pro-rated. To be eligible for the annual contribution, the employee must be employed by the School Corporation on the February 1 on which the deposit is scheduled to be made. In addition to the \$600 annual contribution, the Board shall also deposit an amount equal to 2 x the Employee's hourly rate x the number of days' added to the eligible employee's Supplemental Retirement Account under Article XIV, Section 4 during the prior calendar year. Employees shall vest in their accounts established under this Section after five (5) years of service with the School Corporation. Upon the employee's final separation from employment, the Board shall make an additional deposit into the employee's account equal to the number of days above seventy (70) in his/her sick leave accumulation including any unused sick days from his/her last year's allotment times two (2) hours of pay based upon his/her present hourly rate at the time of retirement/ severance.

This "vesting" requirement shall be waived in the event of a covered employee's death or total disability prior to separation from employment. Upon death or total disability prior to separation from employment, a participant shall be deemed 100% vested in the employee's account. Nothing in this agreement should be interpreted to require forfeiture of a covered employee's account if the employee dies or becomes totally disabled prior to separation from employment.

## **ARTICLE XIII Worker's Compensation**

In the event an employee is drawing temporary total disability benefits under the Indiana Worker's Compensation statute, he/she shall receive the difference in total amount between such temporary total disability benefits and the employee's regular straight hourly rate times the number of hours the employee is regularly scheduled for each day he/she receives such benefits up to a maximum of thirty (30) working days and such amount shall not cause the employee's regularly accumulated sick leave to be reduced.

If the employee continues beyond the aforementioned thirty (30) days to qualify for benefits under the Indiana Worker's Compensation statute, commencing with the thirty-first (31st) day the employee may elect to be compensated the difference between Worker's Compensation and the employee's regular wage. Payments made by the Board commencing with the thirty-first (31st) day will be charged against the employee's accumulated sick leave or, at the employee's option, paid vacation on a basis of one-third (1/3) sick leave day or paid vacation day until the employee's accumulated sick leave and paid vacation days shall be exhausted. Such sick leave deduction shall be rounded to the nearest half-day upon the return of the employee to work. The employee may elect not to receive sick leave pay from the Board and as a result such time will not be charged against the employee's accumulated sick leave. After the first thirty (30) day period the Board may request a second doctor's opinion.

Physician required appointments for follow-up care relative to injuries sustained while on the job within the scope of the employee's responsibilities will be allowed without loss of pay or reduction of sick leave benefits for thirty (30) days after the employee returns to work. After that thirty (30) day period, the employee may use his/her sick leave in full or half-day units for such physician required appointments for follow-up care relative to the work-related injury. The Board may require that the employee provide verification of such physician required appointment for follow-up care.

## **Article XIV Sick Leave**

### **Section 1.**

An employee, during the first year of employment, shall be eligible for sick leave based on the rate of one (1) day per month up to a maximum of ten (10) days. An employee with at least one (1) year's service shall be eligible for sick leave not to exceed ten (10) days in any one (1) fiscal year from July 1 through June 30. Unused sick leave days shall be accumulative on a yearly basis as of June 30 to a maximum of ninety-eight (98) days. During the first year of employment, an employee may use sick leave as needed up to said employee's maximum eligibility without loss of compensation. During an extended sick leave, the employee may request and shall be granted the use of his/her earned paid vacation days. As a result, such time shall not be charged against the employee's sick leave accumulation. Sick leave pay shall be the employee's regular straight hourly rate times the number of hours the employee is regularly scheduled for each day of sick leave. Sick leave may be taken in one half (1/2) day units except as noted in Article XIII - Worker's Compensation. Sick leave shall not be paid where other benefits, social security, state or any other insurance benefits enumerated in this Agreement are payable. Sick leave pay shall be paid for a house confining illness. A written statement by a licensed physician may be requested when deemed necessary.

### **Section 2.**

Accumulative sick days shall be credited in accordance with the number of hours per day being worked during that period of time in which such sick leave accumulated. Such breakdown shall be in increments of four (4) hours or eight (8) hours per day. An employee who earns his/her sick leave while working more than four (4) hours per day shall be credited with full sick days (8 hours); however, if such employee is reduced to four (4) or less hours per day, he/she shall be charged one-half (1/2) sick day for each four (4) hour day or less when sick leave is used. An employee who earns his/her sick day accumulation

during a period of time he/she worked four (4) hours or less per day shall be credited with one half (1/2) sick day (4 hours); however, if such employee is then moved to more than four (4) hours per day, he/she would be charged one (1) accumulated sick day for each eight (8) hour sick leave day used.

**Section 3.**

To become eligible for sick leave an employee must report his/her absence to his/her unit head and the Office of the Director of Facilities, prior to his/her reporting time. Upon return to work from sick leave, except as limited by Article VI - Seniority, an employee shall be returned to his/her former job if such job exists. If it does not exist, the employee shall have the bumping rights specified in Article VI, Section 5.

**Section 4.**

Any employee, who has accumulated more than the maximum number of sick leave days as of June 30 of any year, shall have any unused sick leave days and any unused personal leave days as of the following July 1 credited to the employee's Supplemental Retirement Account. Such days credited to an employee's Supplemental Retirement Account shall be unavailable to the employee for his/her use as regular sick leave or personal leave.

**ARTICLE XV  
Illness in Immediate Family**

**Section 1.**

In the event an illness in an employee's immediate family requires his/her absence from work, he/she shall be permitted up to three (3) working days off with pay per year from July 1 through June 30. He/she may elect to take up to ten (10) additional working days off with pay as regular sick leave provided for in Article XIV - Sick Leave. The immediate family, regardless of residence, shall be defined as spouse, child, step-child, parent, step-parent, parent-in-law, brother, sister, or grandchild; or a person living in the same home as part of the family.

**Section 2.**

One (1) day's pay shall be the employee's regular straight time hourly rate times the number of hours the employee is regularly scheduled.

**Section 3**

Two (2) unused family illness days may be carried over to the following year but, in no event, shall any employee have more than five (5) family illness days in any year from July 1 through June 30 unless such additional days are regular sick leave days designated by the employee as family illness days as permitted by Section 1 of this Article.

**ARTICLE XVI  
Bereavement Leave**

**Section 1.**

In each case of death, regardless of residence, of a spouse, child, step-child, parent, step-parent, parent-in-law, brother, sister, or grandchild; or a person living in the same home as part of the family, the employee will be allowed a maximum of five (5) working days off with pay, the five (5) days shall be taken within two (2) calendar weeks, commencing the day of death.

### **Section 2.**

In each case of death of a grandparent (in-law), son-in-law, daughter-in-law, sister-in-law, brother-in-law, an employee shall be allowed up to three (3) days per death off with pay. The three (3) days shall be taken within one (1) calendar week commencing the day of death.

### **Section 3.**

One (1) working day with pay per death, prior to or the day of the funeral, shall be allowed for members of the family not specified in this Article.

### **Section 4.**

One (1) day's pay shall be the employee's regular straight time hourly rate times the number of hours the employee is regularly scheduled.

## **ARTICLE XVII Personal Leave**

### **Section 1.**

An employee, with prior approval of the employee's immediate supervisor, shall be allowed three (3) working days off per year from July 1 through June 30 with pay for personal leave. Starting in July 1, 2013, custodians may accumulate up to five (5) personal leave days. Personal leave day(s) unused in any one year that when the annual amount is added causes the employee to be above the maximum five (5), shall be added as of June 30 to accumulated sick leave days. Such requests shall be in writing. Personal leave may be taken in day or one-half (1/2) day units.

### **Section 2.**

One (1) day's pay shall be the employee's regular straight time hourly rate times the number of hours the employee is regularly scheduled.

## **ARTICLE XVIII Legal Leave**

### **Section 1. Jury Duty**

Any employee who is called to jury duty during any one (1) day shall receive the difference in pay for the time lost and the amount received as jury pay. When an employee is released from jury duty during his/her regular assigned work day, he/she shall report to his/her assignment for work.

### **Section 2. Court Subpoena**

An employee who is subpoenaed to appear as a witness in court in a criminal proceeding, during any work day, shall receive full compensation for the time absent from work. An employee subpoenaed by East Allen County Schools to appear as a witness in court in a civil proceeding during any work day shall receive full compensation for the time absent from work. An employee subpoenaed by someone other than East Allen County Schools to appear as a witness in court in a civil proceeding during any work day may receive full compensation for the time absent from work, at the discretion of the Superintendent. However, if the employee is subpoenaed by the Association in a suit against East Allen

County Schools, then the employee will receive no compensation for the time absent from work.

## **ARTICLE XIX National Guard & Military Reservist Duty Leave**

Each employee who is a member of a recognized reserve component of the armed forces of the United States or the National Guard shall be entitled to a leave of absence for annual required active duty training up to fifteen (15) days per calendar year without loss of time, pay or benefits. If such military training duty extends beyond fifteen (15) days per year, the employee, upon his/her request, shall be entitled to use his/her paid vacation or to take unpaid leave. Such employee shall give the Board, whenever possible, two (2) weeks prior notice.

## **ARTICLE XX “Work-Related” Assault and Battery Income Protection**

In the case of absence of an employee due to a compensable injury under Worker’s Compensation resulting from an assault or battery arising out of, and in the course of, the employee’s employment with East Allen County Schools, the employee shall be compensated the difference between Worker’s Compensation payments and the employee’s regular salary for as long as Worker’s Compensation payments continue, but not to exceed 160 working days. Sick leave need not be used in such a situation during the first 160 working days after the assault or battery.

Should the employee be unable to return to work by the 160<sup>th</sup> working day after the assault or battery as a result of any compensable injury sustained, the employee may do either of the following:

If still receiving Worker’s Compensation payments after the 160<sup>th</sup> working day, the employee will be compensated the difference between Worker’s Compensation payments and the employee’s regular salary provided the employee uses 1/3 sick day for each day so compensated.

If Worker’s Compensation payments have terminated, the employee may take regular sick leave, if eligible.

Employees absent due to such a compensable injury may be required to provide medical proof of the employee’s anticipated “return to work” date or may be required to perform “light duty”, if available and medically authorized.

## **ARTICLE XXI Leave of Absence**

### **Section 1.**

The Board, where unusual circumstances warrant, may grant a leave of absence without pay to an employee upon written request and upon good cause being shown for such leave for a period not to exceed one (1) year per request. A request for medical leave must be

accompanied by a statement from a physician licensed to practice in the state of Indiana or Ohio.

An employee who desires a child rearing/child bearing leave shall make written application to the immediate supervisor requesting such leave. A physician's statement certifying pregnancy must accompany the request for leave, or in the case of child rearing, a copy of the birth certificate.

If circumstances warrant, the Board may extend a leave for medical reasons for a definite period upon recommendation of a physician licensed to practice in the state of Indiana or Ohio. In the event an employee has requested a leave for medical reasons after using his/her total days of accumulated sick leave, he/she must request a leave of absence and may arrange for his/her insurance coverage to be extended in accordance with Section 6 of Article X - Insurance.

Upon return to work, except as limited by Article VI - Seniority, an employee shall be returned to his/her former job, if such job exists. If it does not exist, the employee shall have the bumping rights specified in Article VI, Section 5.

Seniority and other accumulated benefits shall not accumulate but shall be retained during said leave of absence and restored to the employee upon his/her return.

### **Section 2.**

A copy of the Board's policy(ies) governing unpaid leaves not specified within this Agreement shall be sent to the Association president upon adoption by the Board.

### **Section 3. Family and Medical Leave Act (FMLA) Leave**

An eligible employee is not required to use his/her available paid leaves in FMLA leave situations.

## **ARTICLE XXII Paid Holidays**

**Section 1.** Each non-probationary employee shall receive the following paid holidays:

July 4	Christmas Day
Labor Day	Day before New Year's
Veterans' Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day following Thanksgiving	Good Friday
Day before Christmas	Memorial Day
President's Day	

Veterans' Day, Martin Luther King Day, and President's Day shall be considered holidays only if school is not in session on those dates.

### **Section 2.**

An employee eligible for holiday pay shall receive, when the holidays enumerated in Section 1 are not regularly scheduled days off work, holiday pay of his/her regular straight hourly rate times the number of hours the employee is regularly scheduled. If a paid holiday occurs on a Saturday, for purposes of this Article, Friday becomes the holiday. If a paid holiday occurs on Sunday, Monday becomes the holiday. For example, if Christmas occurs

on a Saturday, then Friday becomes the holiday and since the day prior to Christmas is also a holiday, both Thursday and Friday would be holidays.

### **Section 3.**

An employee eligible for holiday pay shall receive, for all hours worked when he/she is scheduled to work and actually does work on any one of the holidays enumerated in Section 1, one and one-half (1 ½) times his/her straight time hourly rate of pay for all hours worked on the holiday, in addition to his/her regular straight hourly rate times the number of hours the employee is regularly scheduled as provided in Section 2 above.

### **Section 4.**

To be eligible for holiday pay an employee must meet all of the following conditions:

- A. Have seniority in accordance with Article VI - Seniority as of the date of the holiday;
- B. Work the day immediately before and the day immediately following the holiday, if scheduled to work, exceptions being legal leaves, bereavement leaves, and illness in which case a physician's statement may be requested by the immediate supervisor verifying illness as justified cause for absence;
- C. Personal leave days may be used before and/or after a paid holiday in accordance with the following:
  - 1.) In the event the days (before and/or after) are scheduled student days, the employees will not receive holiday pay.
  - 2.) In the event the days (before and/or after) are not scheduled student days, the employee will receive holiday pay.

### **Section 5.**

Hours paid for but not worked during the normal work week (Monday through Friday inclusive) in accordance with the provisions of this Article, shall be considered hours worked for the purpose of computing overtime pay.

## **ARTICLE XXIII Vacations**

### **Section 1.**

To be eligible for a vacation, an employee must be in the regular active employment of the Board for twelve (12) months per year and shall have worked a maximum of sixty percent (60%) of the scheduled days of work in the twelve (12) months immediately prior to his/her employment anniversary date.

### **Section 2.**

Paid vacation days shall be granted on the following basis:

- A. Each employee who, on his/her employment anniversary date, has unit seniority for one (1) year but less than two (2) years shall be eligible for one (1) week vacation with pay.
- B. Each employee who, on his/her employment anniversary date, has unit seniority of two (2) years but less than five (5) years shall be eligible for two (2) weeks vacation with pay.

- C. Each employee who, on his/her employment anniversary date, has unit seniority of five (5) years but less than twelve (12) years shall be eligible for three (3) weeks vacation with pay.
- D. Each employee who, on his/her employment anniversary date, has unit seniority of ten (10) years or more shall be eligible for four (4) weeks vacation with pay

### **Section 3.**

Vacation pay for an employee shall be 40, 80, 120, or 160 times the regular straight time hourly rate of the job classification in which he/she is employed immediately preceding his/her vacation. An employee whose regular work schedule is four (4) hours per day shall receive one-half (1/2) of 40, 80, 120, or 160 times the regular straight time hourly rate of the job classification in which he/she is employed immediately preceding his/her vacation. An employee's vacation time shall be reimbursed based upon the number of hours per day being worked during that period of time in which such vacation was earned.

### **Section 4.**

The vacation season shall be from January 1 through December 31 of any calendar year. Vacations shall, insofar as possible, be granted by the Board at times most desired by the employees. Vacations during any one period shall be limited to such numbers and classifications as not to interfere with the normal conduct of the schools as specified within Section 7 of this Article. When more vacations are requested than can be granted for any one (1) period, preference will be given to the employees with the most classification seniority. The final right, however, of scheduling vacations is reserved to the Board to insure the efficient and continuous operation of the schools.

Vacations shall not be cumulative for one anniversary year to the next and, in no event shall more than four (4) weeks vacation be granted in any one anniversary year. The entire vacation must be taken in a single anniversary year and in no event will vacation pay be granted in lieu of time off.

### **Section 5.**

When a holiday falls within an employee's regularly scheduled vacation, he/she shall receive his/her holiday pay including time off and such day shall not be counted as a day of vacation.

### **Section 6.**

Any employee who breaks his/her continuous service, as defined in Article VI - Seniority and who has not taken his/her earned paid vacation shall receive his/her full paid vacation with his/her last pay check. Additionally, any employee who breaks his/her continuous service as defined in Article VI - Seniority, prior to his/her employment anniversary date, shall receive his/her following year's paid vacation, on a prorated basis, with his/her last pay check or as soon as possible thereafter.

### **Section 7.**

Custodians assigned to buildings without regular student attendance may be granted requested paid vacation time at any time during the calendar year (January 1 - December 31).

Custodial department employees who have two (2) or more weeks of paid vacation as of September 1 may be granted a total of three (3) days of paid vacation requested during the

regular school year when classes are in session in the affected school on the following basis:

- A. a maximum of one (1) custodial department employee on paid vacation per elementary school,
- B. a maximum of one (1) custodial department employee on paid vacation per middle school, and
- C. a maximum of two (2) custodial department employees on paid vacation per high school with a maximum of one (1) per shift.

Custodial department employees who have three (3) or more weeks of paid vacation as of September 1 may be granted a total of five (5) days of paid vacation requested during the regular school year when classes are in session in the affected school on the following basis:

- A. a maximum of one (1) custodial department employee on paid vacation per elementary school,
- B. a maximum of one (1) custodial department employee on paid vacation per middle school, and
- C. a maximum of two (2) custodial department employees on paid vacation per high school with a maximum of one (1) per shift.

## **ARTICLE XXIV Working Conditions**

### **Section 1.**

The Board agrees to provide and maintain proper safety throughout the schools and shops in accordance with state and local standards.

### **Section 2**

The Board, for the purpose of maintaining proper appearance, shall designate a uniform/dress code.

The parties agree the uniforms specified in any uniform/dress code established under this Section shall be worn on all student attendance days during the regular school year and all extracurricular events. The employee shall be responsible for providing his/her own clean uniforms under this Section. The Board shall provide each employee, employed as of January 15<sup>th</sup> of each year, an annual clothing allowance in the gross amount of \$400/year. The uniform allowance shall be subject to applicable deductions and withholdings. The uniform allowance shall be pro-rated for employees hired after January 15 of any year. Employees who leave before the end of the year shall pay back the uniform allowance as follows:

- a. Separation date after January 15 but before February 1: 100% reimbursement
- b. Separation date on, or after February 1 but before April 1: 75% reimbursement
- c. Separation date on, or after April 1 but before July 1: 50% reimbursement
- d. Separation date on, or after July 1 but before October 1: 25% reimbursement
- e. Separation date on, or after October 1: No reimbursement

The amount of reimbursement under this Section may be deducted from the employee's final paycheck.

**Section 3.**

The Association president will be furnished with a copy of any new or revised rules, policies or regulations, whichever is applicable, affecting the Association and the employees covered by this Agreement at least fourteen (14) calendar days in advance of the effective date of such applicable new or revised rules, policies or regulations and the same shall be posted on designated bulletin boards in each building and maintenance building for at least one (1) working day in advance of the effective date.

**Section 4.**

There shall be a paid clean up period of fifteen (15) minutes each before lunch period and quitting time.

**ARTICLE XXV  
Complete Agreement**

The parties acknowledge 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 not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as otherwise expressly provided in this Agreement; unless the parties, by supplemental written agreement hereto, mutually agree to conduct additional bargaining on said subjects or matters. This provision shall not affect the bargaining of a successor agreement or bargaining related to agreed reopeners:

None

This Agreement sets forth the full and complete understandings of the parties hereto and cancels and supersedes any and all agreements heretofore entered into by and between the parties and cancels and supersedes any Board rules, regulations, policies and practices, written or oral, which are in conflict with this Agreement.

**ARTICLE XXVI  
Duration**

**Section 1.**

This Agreement shall become effective **December 9, 2014**, when ratified by both parties subject to the terms herewith and continue through June 30, 2016.

This Agreement shall expire on the date indicated and in accordance with this Article unless extended by written consent and ratification of both parties.

**Section 2.**

The parties agree that bargaining for a successor agreement shall begin no later than April 1, 2016. Meetings necessary to conclude a mutually satisfactory successor agreement shall be scheduled at times and places mutually convenient and appropriate for both parties. If no agreement on a new agreement is reached and ratified by the parties on or before June 30<sup>th</sup> of the year the Agreement expires, then this entire agreement shall remain in effect on a status quo basis through June 30<sup>th</sup> of the following year or until a new agreement is reached and ratified by the parties subject to the terms of the new agreement, whichever occurs first.

**Section 3.**

In the event the parties fail to conclude a mutually satisfactory written successor agreement, either party may request the selection of a mediator from the Federal Mediation and Conciliation Service. If, with the help of the mediator, the parties have not reached an agreement, an impasse shall be declared by the mediator.

**Section 4.**

In the event such impasse is reached, the representatives of the Association will submit the last offer on the item under impasse made by the Board's representatives to the members of the Association for their vote. If a majority of those voting agree to accept the Board's offer, the offer will be considered accepted by the Association and the negotiations will be considered completed on the item under impasse. If the vote of the Association shows a majority of those voting favor rejecting the Board's offer, then either party may request the Federal Mediation and Conciliation Service to initiate mediation.

**Section 5.**

This Agreement is made and entered into by and between the Board of School Trustees of the East Allen County Schools heretofore called the "Board," and the East Allen County Schools Custodial Association, heretofore called the "Association." In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries this 9<sup>th</sup> day of December 2014.

Board of Trustees of the

East Allen County Schools

By: Neil Reynolds

Its President

By: [Signature]

Its Secretary

By: Kathy W. Kelly

Its Negotiations Spokesperson

East Allen County Schools

Custodial Association

By: [Signature]

Its President

By: [Signature]

Its Secretary

By: N/A

Its Negotiations Spokesperson

**APPENDIX A**  
**Written Warning Notice**

PROBLEM

\_\_\_\_\_  
Supervisor

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee – I have read this report.  
My signature does not indicate I  
agree or understand the contents but  
only that I am aware of the report.

Date: \_\_\_\_\_

**Appendix B**

Step One – Informal Step  
Grievance Form – Grievant’s Copy

Date of the meeting with the supervisor: \_\_\_\_\_

Topic of the Meeting: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant and/or  
Association Representative

\_\_\_\_\_  
Signature of the Supervisor  
acknowledging the meeting date

**Appendix B**

Step One – Informal Step  
Grievance Form – Supervisor’s Copy

Date of the meeting with the supervisor: \_\_\_\_\_

Topic of the Meeting: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant and/or  
Association Representative

\_\_\_\_\_  
Signature of the Supervisor  
acknowledging the meeting date

## APPENDIX C

### Custodian Overtime

1. Abide by the Custodial Agreement pertaining to Article VIII – Hours of Work and Overtime and Appendix C
2. All overtime hours include: 1) Scheduled overtime, 2.) Emergency overtime, and 3.) Building check overtime.
3. All overtime (calculated to the nearest quarter hour) must be charged either as worked or turned down.
4. Custodians with low total hours (worked and turned down hours to the nearest quarter hour) must be asked to work first. (Exception: Emergency overtime.)
5. Emergency overtime: Burglar alarms, fire alarms, building threatening emergencies, etc. need to be assigned by rotation, but will be charged as overtime. Emergency hours offered and not accepted will not be charged.
6. A custodian must be asked to work overtime before he/she is charged for overtime worked.
7. Overtime must be recorded on EACS overtime forms and posted in the custodial area.
8. Overtime shall be recorded per calendar year – January 1 through December 31 of each year.
9. All custodians will begin the calendar year (January 1) with zero (0) overtime.
10. Custodians accepting overtime and then unable to work the accepted overtime will be charged the amount of overtime accepted to the nearest quarter hour.
11. Building check, as defined in Article VIII, Section 6 occurring concurrently with overtime events will be considered part of the overtime assignment. Building check time will be added to the overtime worked.
12. Overtime assignments within a building not accepted by custodians assigned to that building may be offered to custodians assigned in other buildings. Custodians from other buildings offered overtime may turn the overtime offered down and will not be charged for said overtime. Custodians accepting overtime to work in another building will be charged the overtime in their own building.
13. Custodians will be charged for the total overtime worked.
14. Floaters, transfers, and new hires will receive an overtime adjustment in their newly assigned building. The adjustment will be determined by dividing the total hours of custodial overtime worked for the year beginning January 1, by the total number of custodians assigned to the building where the custodian has been assigned.
15. Custodians accepting only a partial overtime assignment will be charged for the full amount of time of the assignment.
16. Probationary employees are exempt for the building check assignments. Probationary employees are to be instructed on building check procedures.
17. Custodians must accept or reject overtime assignments by the end of their regular shift on the next work day after the assignment has been offered.