

AGREEMENT

BETWEEN THE

BOARD OF SCHOOL TRUSTEES

OF THE

EAST ALLEN COUNTY SCHOOLS

AND THE

EAST ALLEN COUNTY SCHOOLS

MAINTENANCE ASSOCIATION

JANUARY 1, 2015 THROUGH JUNE 30, 2016

01/01/2015-06/30/2016 Collective Bargaining Agreement  
 EAST ALLEN COUNTY SCHOOLS  
 MAINTENANCE ASSOCIATION  
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## AGREEMENT

This Agreement made this 9th day in December, 2014, by and between the BOARD OF TRUSTEES of the EAST ALLEN COUNTY SCHOOL CORPORATION, hereinafter referred to as the "Board," and the EAST ALLEN COUNTY SCHOOLS MAINTENANCE 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 schools; 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 maintenance 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 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 maintenance 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, as such rights existed 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, processes and material to be employed.
- C. Determine the number of hours per day or week 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 working hours. There shall be no discrimination because of race, color, religion, sex, and national origin, age and association membership or association activities 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 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. The authorization for payroll deduction of 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 deduction forms 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 contents. 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 contents. 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 contents. 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 contents. 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 contents. After receiving a written reprimand that specifically indicates that future suspension and/or termination are 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 General Counsel to discuss the matter. The Director of Facilities or designee may be present at this meeting. The Employee may have a representative(s) of the Association present at this meeting. In the event the Director of Facilities or designee and/or the General Counsel 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 are possible shall not be subject to the grievance procedure. However, in the event of a suspension 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 negotiation 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 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 to be provided within thirty (30) calendar days from the date of notification in Part A above.

If the Board fails to comply with any 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 "A" above.

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

### 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 has 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 of 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 C. 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 and/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 General Counsel within fifteen (15) calendar days of receipt of the disposition given in Step 2. Within ten (10) calendar days, the General Counsel 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 General Counsel, 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 General Counsel 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 an 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 or 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 fails to meet the specified time limits as stated in this Article, said grievance shall be deemed abandoned. In the event a grievance is 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 there under may be processed through the grievance procedure 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 General Counsel 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 General Counsel 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 General Counsel 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 arbitral under this Agreement. If the Association refuses to prosecute a grievance on behalf of any employee hereunder, the employee who has filed such grievance shall be conclusively bound thereby and the Association shall thereafter be stopped to revive or further prosecute said 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, or any predecessor bargaining unit. "Maintenance Seniority" shall be defined as the length of continuous service in this bargaining unit. An employee whose regular working schedule is less than four (4) hours per day will be credited with one (1) day Unit Seniority and Maintenance Seniority for each day of service. If two (2) or more employees have the same length of Maintenance Seniority, the Unit seniority will rule; otherwise, the person with more Maintenance Seniority will receive the position, if the qualifications for the job are met. The term bargaining unit shall refer to all maintenance 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 this bargaining unit, or any predecessor 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. 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 any maintenance classification working force through elimination or combining of positions and/or in the event of reduced months and/or hours, all probationary employees within the maintenance classification where the layoff occurs shall be laid off before any regular employee within the applicable maintenance classification.

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 any maintenance classification working force through elimination or combining of positions and/or in the event of reduced months and/or hours, all temporary employees within the maintenance classification where the layoff occurs shall be laid off before any regular employee within the applicable maintenance classification.

#### 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.
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.

Employees bumped in accordance with this Section shall also have all of the options specified within this Section.

#### 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 Section 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.

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 building principal/immediate supervisor 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 the 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) has 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 Employee Relations 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. Shop Cabinet; Building and Grounds; and Stockroom Vacancies

Vacancies within the maintenance department classifications of Shop Cabinet; Grounds, Paint, Plaster; and Stockroom shall be filled in the following order of priority:

- A. Employee applicants presently assigned and working within the specific maintenance classification in which the vacancy occurs; applicable classification seniority shall govern.
- B. Employee applicants holding classification seniority, if at least one (1) year, within the specific maintenance classification in which the vacancy occurs; applicable classification seniority shall govern. Any applicant for the classification of Building and Grounds shall be required to hold a Class B Commercial Driver's License (Air Brake Endorsement) at the time of application.
- C. If there are no successful applicants under Paragraphs A or B, the position may be awarded to someone outside the bargaining unit. Any applicant for the classification of Building and Grounds shall be required to hold a Class B Commercial Driver's License (Air Brake Endorsement) at the time of application.



### Section 3. Electrical, Plumbing and Heating, Ventilation and Air Conditioning (HVAC) Vacancies

- A. Applicants for Electrical classification vacancies shall be required to hold either a journeyman electrician's license or a supervisor electrician's license issued in the state of Indiana.
- B. Applicants for Plumbing classification vacancies shall be required to hold either a journeyman plumber's license or a supervisor plumber's license issued in the state of Indiana.
- C. Applicants for HVAC classification vacancies shall be required to hold either a journeyman or supervisor electrician's or plumber's, or refrigeration license issued in the State of Indiana. The area of license required (electrician or plumber or refrigeration) shall be determined prior to posting. An Associate Degree in HVAC or a license of comparable skill and expertise, such as a heating and sheet metal license, shall be recognized in lieu of the aforementioned license requirements.
- D. The most senior employee applicant that has the applicable license shall be awarded the vacant position; unit seniority shall govern.
- E. In the event there are no employee applicants or none of the employee applicants has the applicable license, then the posted vacant position may be awarded to an applicant currently outside of the bargaining unit who has the applicable license and who successfully meets the standards required of employee applicants.

### Section 4. Lead Maintenance Vacancies

For lead position vacancies within the maintenance department, employee applicants presently assigned and working within the specific job classification, and where the employee's job knowledge, training, skills and efficiency are relatively equal among two (2) or more employees; applicable maintenance classification seniority shall govern.

For lead position vacancies within the maintenance department not filled in accordance with the immediate preceding paragraph, employee applicants whose job knowledge, training, skills and efficiency are relatively equal, and who meet the requirements set forth in Section 2 or Section 3 of this Article, unit seniority shall govern.

Section 5. 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 6. 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, and 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.

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. Daily overtime other than on an ongoing job shall be offered on a rotating basis to the employee working in the job classification, Scheduled Saturday and Sunday overtime other than on an ongoing job shall be offered on a rotating basis to the employee working in the job classification.

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. 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 7. 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.

Paid benefits days (i.e. vacation, personal business) must be used before requesting unpaid days.

ARTICLE IX  
Compensation

Section 1.

All employees shall be paid the hourly rate in their classification as follows:

	2014 Rate	1/1/15 Rate	1/1/16 Rate
A. Plumbing and Heating			
1. Starting:	\$21.48	\$21.91	\$22.13
2. 60 day Class. Sen.	\$22.70	\$23.15	\$23.38
3. Lead:	\$23.53	\$24.00	\$24.24
B. Electrical			
1. Starting:	\$21.48	\$21.91	\$22.13
2. 60 day Class. Sen.	\$22.70	\$23.15	\$23.38
3. Lead:	\$23.53	\$24.00	\$24.24
C. HVAC			
1. Starting:	\$21.48	\$21.91	\$22.13
2. 60 day Class. Sen.	\$22.70	\$23.15	\$23.38
3. Lead:	\$23.53	\$24.00	\$24.24
D. Shop and Cabinet			
1. Starting:	\$21.10	\$21.52	\$21.74
2. 60 day Class. Sen.	\$22.28	\$22.73	\$22.96
3. Lead:	\$23.12	\$23.58	\$23.82
D. Building and Grounds			
1. Starting:	\$21.10	\$21.52	\$21.74
2. 60 day Class. Sen.	\$22.28	\$22.73	\$22.96
3. Lead:	\$23.12	\$23.58	\$23.82
F: Stockroom			
1. Starting:	\$19.39	\$19.78	\$19.98
2. 60 day Class. Sen.	\$20.22	\$20.62	\$20.83

Direct deposit payroll program participation shall be mandatory for all "maintenance workers" hired on or after January 1, 2010. In the future, if any of the Associations agree to direct deposit for all their employees, then so does the Maintenance Association for all existing employees.

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, and employees transferring into a maintenance position, excluding lead position, shall be placed at the Starting Level hourly rate for the applicable classification Maintenance department employees, transferring from one Maintenance classification to another Maintenance classification shall be paid at the same classification level (starting or 60 day) as they were being paid in their former Maintenance classification.

Maintenance Department classifications A through E shall have a lead person assigned to each respective classification.

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, including all lead positions, 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 - 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 4. The School Corporation shall fully pay for all journeyman electricians' license, supervisor electrician's license, journeyman plumber's license, supervisor plumber's license, journeyman refrigeration license, supervisor refrigeration license, HVAC and sheet metal license, pesticide license, or a license of comparable skill and expertise held by an employee within the maintenance classifications of:

1. Electrical
2. Plumbing and Heating
3. Heating, Ventilation and Air Conditioning (HVAC)

Additionally, the School Corporation shall fully pay for a commercial driver's license for each employee who is required to hold such license.

#### 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 Corporation, 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 will be made to Maintenance employees that are actively employed by East Allen County Schools on December 9, 2014. The total amount of the stipend shall be \$500. The payment shall be made through EACS's payroll systems and be considered taxable wages.

## 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 contract. Maintenance 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 maintenance 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. 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, 2012, 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. Spousal Carve-out. Effective September 1, 2015, all maintenance 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 Plan, but the plan will pay only on a secondary basis.

Section 11. East Allen County Schools (EACS) practices Closed Enrollment for Group Health Insurance, an employee must enroll in the group health plan within 30 days of eligibility. Eligibility is the date you are assigned to an eligible position within EACS or the date you complete probation, if probation is required for benefit purposes.

If you miss the 30-day deadline or choose not to enroll before the 30 day deadline, you must experience a HIPAA Qualifying Event and make application to the plan within 30 days of the loss of coverage due to a HIPAA Qualifying. HIPAA Qualifying Events include the loss of coverage through no fault of your own and must be a result of termination/change of employment, death, legal separation, divorce, expiration of COBRA coverage, or any other qualifying event defined by HIPAA. East Allen County Schools also allows Special Enrollment Rights through marriage, birth, adoption, gain of custody, or the total loss of employer contributions toward coverage.

Dependents may be added to the plan within 30 days of marriage, birth, adoption, gain of custody, or eligibility because of becoming full-time student status. Employees returning to the plan following unpaid leave/lay-off must re-apply to the plan within 30 days of return to work.

If you waive health insurance at initial eligibility and later experience a HIPAA Qualifying Event or Special Enrollment Right, you shall be able to enroll in the plan if application is made to EACS within 30 days of a Qualifying Event or Special Enrollment Right, which is the employee's only access to the group health plan at that time. Proof of former coverage and/or the HIPAA Qualifying Event or Special Enrollment Right will be required with the employee's completed health insurance application.

#### Section 12. 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 13. Effective January 1, 2012, if the Group Health Insurance Plan incorporates higher deductible plans, the individual employees within the Maintenance 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.



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 (both employer's and employee's share) of such members' gross salary as required by statute.

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

Beginning January 1, 2009, 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. The Association shall also have the authority, prior to January 1, 2009, to direct the School Corporation to replace the proposed VEBA post-separation plan under this section with another form of a post-separation plan recognized by Internal Revenue Service. Beginning February 1, 2009, 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 4 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 two (2) times 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 sixty (60) 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 sixty (60) days to qualify for benefits under the Indiana Worker's Compensation statute, commencing with the sixty-first (61<sup>st</sup>) 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 sixty-first (61<sup>st</sup>) 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 sixty (60) working 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 sixty (60) working days after the employee returns to work. After that sixty (60) working 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 are payable, 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 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, hired prior to January 1, 2006, 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.

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 notification to the office of the Director of Facilities, 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, 2015, maintenance employees 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, one-half (1/2) day

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 or, 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 required to use his/her available paid leaves in FMLA leave situations.

Section 4. When an employee is on an approved medical leave of absence (including FMLA) all paid leave days must be used before unpaid days may be taken.

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 (beginning 2005) | New Year's Day         |
| Thanksgiving Day               | Martin Luther King Day |
| Day following Thanksgiving     | Good Friday            |
| Day before Christmas           | Memorial Day           |

Veterans' Day and Martin Luther King Day are to be observed on the date that teachers are off for said days. If school is in session on Martin Luther King and no alternative day is selected by the School Corporation to recognize this date, then this day shall not be considered a holiday. If EACS has a non-student attendance day within a week (7 days) of November 11<sup>th</sup> (Veteran's Day) this non-student attendance day shall be treated as Veteran's Day Holiday.

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.

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 twelve (12) 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.

Employees who are not able to schedule vacations during the same anniversary year in which the vacation days are accrued shall be permitted to carry over up to five (5) vacation days to the next anniversary year, provided the carry over vacation days are taken during the first six months following the employee's anniversary date.

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. Maintenance Department employees 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).

#### 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. The Board, for the purpose of maintaining proper appearance and regard for its employees' cleanliness, will furnish a minimum of five (5) uniform changes per week for each employee within the Maintenance Department.

Section 2. The parties agree the uniforms specified in Section 1 of this Article shall be worn on all student attendance days during the regular school year and all extracurricular events.

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 any automatic reopeners specified in this Agreement. The following Articles are subject to automatic reopeners for the final two (2) years of this Agreement:

Article IX - Compensation and Article X - Insurance.

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 when ratified by both parties subject to the terms here within 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. There are no reopeners for 2015.

Section 3. 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 Maintenance 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 School Trustees of the  
East Allen County Schools

By: Neil Reynolds  
Its President

By: [Signature]  
Its Secretary

By: Kyle W. Staley  
Negotiations Spokesperson  
for the Board of School Trustees

East Allen County Schools  
Maintenance Association

By: John Barkley  
Its President

By: Chris Felt v.p.  
Its Secretary

By: Pat Crosby  
Negotiations Spokesperson  
for the Association

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.  
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