

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

01/01/04 - 12/31/05

## ARTICLE I MANAGEMENT AND THE UNION

### Section 1: Union Recognition

The conditions and provisions of conditional recognition agreements entered into from time to time between the Board and the Union are incorporated herein by reference. The Board agrees to recognize Local 661 AFSCME, AFL-CIO, as the exclusive bargaining representative for a unit of "Operations Personnel" consisting of staff custodians, custodial aides, group leaders, elementary school assistant head custodians, mechanical maintenance workers, all full-time and regular part-time employees who work at the Food Center and are classified as Food Center stockroom clerks, foodservice drivers, Food Center Maintenance/Drivers, Food Center workers, and High School Foodservice workers who are scheduled on a regular daily basis for at least three and one-half (3 1/2) hours per day in the job classification of foodservice worker, and employees in the Transportation Department classified as regular bus drivers and bus attendants, and paraprofessional employees who are, scheduled on a regular daily basis for at least three and one-half (3 1/2) hours per day in the job classifications of classroom, instructional, kindergarten, media, Montessori, program, or special education assistants; but excluding casual and on-call employees in the Transportation Department, head custodians, assistant head custodians assigned to middle and high schools, high school managers, vehicle washers, garage mechanics, all other employees assigned to the garage maintenance section of the Transportation Department, all professional, administrative and clerical employees, guards and all other supervisors as defined in the National Labor Relations Act.

### Section 2: Management Rights

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

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

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

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

### Section 3: Union Rights

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

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

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

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

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

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

employee's right to representation at the time the employee is called in.

- (l) The President and Vice President may leave their respective buildings during their scheduled work, or report late, because of Union business authorized in this Agreement but must report such absence in advance to the Head Custodian of the building to which they are regularly assigned or designee in that building or, in Foodservice Operations and Transportation Department, to the immediate supervisor or designee in the location to which assigned.
- (m) The Building Administrator shall make a telephone available to the Union President at the place where the Union President works for use on necessary Union business.
- (n) Time lost by Union representatives from their regularly scheduled hours as a result of meetings provided for under Section 3(g) of Article I, Section 3(i) of Article I, Accident Review Committee meetings, or Step One or Two grievance meetings when scheduled by a Board representative shall be reimbursed by the Board at the employees' regular rates of pay. This provision shall have no application to the negotiation of collective bargaining agreements or supplements or amendments thereto.
- (o) An employee who, after having been disciplined, completes a twelve (12) month period without receiving any discipline for the same or a similar offense, will, under normal circumstances, repeat the disciplinary process for a subsequent offense. All disciplinary actions, however, will remain a part of the employee's record. The Board or its representatives specifically reserve the right to consider the repeated nature of offenses when determining the disciplinary penalty to be imposed for such offenses and to review an employee's entire employment record when considering termination of employment.
- (p) Each employee shall, on request, be permitted at reasonable times to review the personnel file maintained for such employee. An employee may request that a Union representative be present during the personnel file review.

#### **Section 4: Fair Share**

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

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

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

- (b) All bargaining unit members who are not also Union members may elect to pay their fair share fee pursuant to Section 5 below. Individuals who refuse to sign an authorization form, or who revoke an executed form, have a continuing enforceable obligation to pay the fair share fee directly to the Union; provided, however, that the Board shall be under no obligation whatsoever to collect the fair share fee or otherwise enforce the terms of this Section 4.
- (c) The Union recognizes that no member of the bargaining unit shall be forced to contribute financial support to political or ideological activities of the Union unrelated to collective bargaining, contract administration and grievance adjustment or unrelated to its duties as exclusive bargaining representative. The Union will provide all members of the bargaining unit in advance with an adequate explanation of the basis for the fair share fee which is properly chargeable under this Section. Furthermore, the Union agrees to adopt an internal Union procedure for persons who object to the amount of the fair share fee so determined, which procedure will provide for a refund of any amount of the fair share fee determined not to be chargeable under this Section. In such a case, the Union will hold any amount subject to challenge by such a person in escrow in an interest bearing

account in an Indianapolis banking institution and said amount and the interest thereon shall be refunded if found not chargeable under this Section. The internal Union remedy provided in this Section will be at no cost or expense to the employee and will provide for a reasonably prompt opportunity to challenge the amount of the fair share fee before an impartial decision-maker, and a reasonably prompt decision by said decision-maker, as required by law. For purposes of the fair share fee, the Union agrees that such fee will be based upon a percentage of the Union's membership dues, not to exceed 1.2 percent of an individual employee's earnings.

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

#### **Section 5: Fair Share and Union Dues Check Off**

- (a) Any employee who is a member of the Union, has applied for such Union membership or desires to make such employee's fair share fee via payroll deduction, may deliver to the Board a reasonably current form authorizing deduction of membership dues in the Union or the fair share fee. Such form shall be in writing and signed by the employee personally. Pursuant to such authorization, the Board shall deduct from the earnings of each such employee an amount representing the employee's regular monthly Union dues or fair share fee for the preceding month, as specified by the Union, until such authorization has been revoked. At such time as IPS receives a written notice of cancellation of a dues deduction authorization, IPS shall forward a copy of the same to the President of Local 661. Such deduction will be withheld from paychecks as soon as feasible after the written authorization is received by payroll and shall be remitted to a designated Union official. Deductions shall be canceled with thirty (30) days written notice by the employee to the AFSCME, Local 661 President, who shall promptly give written notice to the payroll office, unless during this period said employee notifies the payroll office in writing that the employee has changed the employee's mind. The Board shall not be liable to the Union for failure to make deductions for dues or fair share fees. In the event of any overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Board shall (after receiving written notice of the undercharge from the proper officer of the Union) make a correction during the next succeeding pay period or periods.

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

#### **Section 6: Accretion**

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

#### **Section 7: Voluntary Contributions Deduction**

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

#### **Section 8: Ten-Month Employees**

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

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

- A. Summer work outside the ten (10) month work schedule at the Food Center shall be posted for bidding among Food Center employees and seniority shall govern the awarding of such work where fitness, ability and other qualifications appear to be equal.
- B. Such work at a high school shall be posted for bidding among the employees at that high school and seniority shall govern the awarding of such work where fitness, ability and other qualifications appear to be equal.

If additional employees are needed at a high school, eligible bidders shall include other high school food service employees who are not assigned to their own school; and seniority shall govern the award among eligible employees where fitness, ability and other qualifications appear to be equal.

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

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

### **Section 9: Mail**

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

## **ARTICLE II GRIEVANCE PROCEDURE**

### **Section 1: Definitions**

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

### **Section 2: Time Limits**

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

### **Section 3: The Procedure**

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

#### **Step One**

- (i) If the grievance is not settled informally, the aggrieved employee may, within five (5) days after the date of the employee's receipt of the immediate supervisor's answer present a written statement of the grievance signed only by the actual grievant, and the grievant's Union Representative if the grievant so desires, to the Supervisor of the appropriate department. Within five (5) days after receipt of such grievance, the Supervisor or the Supervisor's designee shall meet with the aggrieved employee concerning the grievance.

- (ii) Within five (5) days after the conclusion of the Step One meeting, the Supervisor shall submit the Supervisor's written answer to the grievance to the aggrieved employee, the Union and to the Board's representative.
- (iii) Discharge grievances shall be presented directly to Step Two of the grievance procedure within 10 days of the imposition of the discharge and shall not be heard by the person who has recommended the discharge.

#### **Step Two**

- (i) If the employee is dissatisfied with the Supervisor's disposition of the grievance, the aggrieved employee and at least two Union officials, including the Local President, may request, in writing, that the Superintendent of Schools or the Superintendent's designee consider such grievance. Such request must be made within five (5) days after the date of the employee's receipt of the Supervisor's answer. Within five (5) days after the Superintendent's receipt of such grievance, the Superintendent (or designee) shall meet with the aggrieved employee and the aggrieved employee's representatives and the Supervisor, the immediate supervisor, and their representatives.
- (ii) Within ten (10) days after the conclusion of the Step Two meeting, the Superintendent (or designee) shall submit the Superintendent's written answer to the Grievance to the aggrieved employee, to the Board's representatives, and to the Union President only by Certified Mail, Return Receipt Requested.

#### **Step Three**

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

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

#### **Section 4: Time Limitations**

A grievance shall be deemed abandoned or settled on the basis of the last answer given if:

- (a) The aggrieved employee does not present the aggrieved employee's grievance to the immediate supervisor within the time limits set forth in Section 3 above, or does not present a written grievance to the appropriate Supervisor within five days after informal presentation; or
- (b) A Step One hearing in respect of the grievance shall have been held, and the grievance shall not have been presented to the Superintendent within the time limits previously specified; or
- (c) A Step Two hearing in respect of the grievance shall have been held and a submission for arbitration shall not have been made to the American Arbitration Association within the time limits previously specified; or
- (d) If a party fails to answer a grievance within the time limits set herein, including extensions of time, the grievant may give written notice that the other party is in default on its answer. If no answer is made within three (3) days of such notice of default, the grievance shall be deemed denied and the grievant may advance the grievance to the next step of the grievance procedure. The Union shall present the written notice of default to the Supervisor of Educational Support Personnel who will take action as is appropriate to expedite the receipt of an answer to the grievance.



## **Section 5: Time of Hearing, Participation of Witness**

Every hearing or meeting for which this Article provides in Step One and Step Two shall be held at a mutually agreed time and, if possible, at a time that will not interrupt the normal hours of work of the participants.

Whenever an employee shall be required by either party to attend an arbitration as a witness, that employee shall suffer no loss of pay because of absence from regular duties. In addition, one (1) Local 661 representative may attend and shall suffer no loss of pay.

## **Section 6: Form of Statement of Grievance**

When any provisions of this Article shall prescribe the submission of a "written grievance," "written statement of a grievance," "grievance in writing," or other written presentation of a grievance, the prescribed writing shall be deemed sufficient in form if it shall generally and concisely state the facts of the grievance, shall specify the part or parts of this Agreement that give rise to the grievance, shall specify the relief sought, and shall be signed by the aggrieved employee, and shall state the date of the informal session and shall name the person(s) with whom the informal session was held.

## **Section 7: No Strike and Lockout**

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

## **Section 8: PERF Refund**

In the event of termination of any employee eligible for a PERF refund, the Board will forward the employee's refund application within two weeks from its submission by the employee or the Board's action on the termination, whichever occurs later.

# **ARTICLE III REGULATIONS AND WORKING CONDITIONS**

## **Section 1A: Probationary Employees - Custodial Group**

The Union acknowledges that the grievance procedure and all other means of representation and adjudication of questions concerning the dismissal of a probationary employee are inappropriate and will not be used by it or its representatives. An employee shall be probationary for the first three months the employee actually works for the Board during which time the Board may terminate such employee at its sole discretion. The month of July will not be counted as a part of the three (3) months probationary period. Any such termination shall not be a basis for a complaint or grievance hereunder. Upon successful completion of the probationary period, the employee's seniority shall be determined from actual date of hire.

The Board and the Union may, by mutual agreement in writing, extend the probationary period.

## **Section 1B: Probationary Employees - Foodservice Operations**

The Union acknowledges that the grievance procedure and all other means of representation and adjudication of questions concerning the dismissal of a probationary employee are inappropriate and will not be used by it or its representatives. An employee shall be probationary for the first three (3) months the employee actually works for the Board during which time the Board may terminate such employee at its sole discretion. The summer break period for ten-month employees will not be counted as part of the probationary period. Any such termination shall not be a basis for a complaint or grievance hereunder. Upon successful completion of the probationary period, the employee's seniority shall be determined from actual date of hire.

The Board and the Union may, by mutual agreement in writing, extend the probationary period.

### **Section 1C: Probationary Employees - Transportation Department**

The Union acknowledges that the grievance procedure and all other means of representation and adjudication of questions concerning the dismissal of a probationary employee are inappropriate and will not be used by it or its representatives. An employee shall be probationary for the first three (3) months the employee actually works for the Board. The summer break period shall not be counted as part of the probationary period. Any such termination shall not be a basis for a complaint or grievance hereunder. Upon successful completion of the probationary period, the employee's seniority shall be determined from the actual date of hire.

The Board and the Union may, by mutual agreement in writing, extend the probationary period.

Those on-call employees in the Transportation Department who are currently working and who have actually worked at least three hundred (300) hours or ninety (90) days immediately prior to being employed as regular employees shall be probationary employees, but shall be paid at Step One of the salary schedule.

### **Section 1D: Probationary Employees - Paraprofessionals**

The Union acknowledges that the grievance procedure and all other means of representation and adjudication of questions concerning the dismissal of a probationary employee are inappropriate and will not be used by it or its representative. An employee shall be probationary for the first (3) months the employee actually works for the Board during which time the Board may terminate such employee at its sole discretion. Any such termination shall not be the basis for a complaint or grievance hereunder. The summer break period will not be counted as part of the probationary period.

The Board and the Union may, by mutual agreement in writing, extend the probationary period.

### **Section 2A: Training Program - Custodial Group**

All newly employed custodians and custodial aides must attend and successfully complete a Board sponsored training program. The employee will be paid by the Board while attending. Upon successful completion of the course, the employee will be advanced on the salary schedule in accordance with the following procedures. Failure of an employee to complete such training successfully within one year from date of employment shall be deemed just cause for termination.

- (a) When an employee has successfully completed the requirements of the Facilities Management Custodian Training Program, the employee will be advanced from "training step" to "Step A" as follows:
  - (i) Upon completion of the training program before December 31st, the employee will advance to Step "A", effective the following January 1st.
  - (ii) Upon completion of the training program before May 31st, the employee will advance to Step "A", effective the following June 1st.
- (b) If a new employee is hired on Step "A", because of prior experience, the employee will remain on Step "A" until the employee's successful completion of the Custodial Program and then will advance on the pay scale on July 1.
- (c) Employees that received a step increase for completion of Custodial Program in either January or June will continue to advance on the pay scale on July 1st, unless already on Step "C".

### **Section 2B: Training Program - Transportation Department**

Bus drivers and bus attendants shall participate in and successfully complete training programs sponsored by the Board or required from time to time by public authority or regulation. They shall be paid while attending. Newly employed bus drivers shall be hired at not less than the training step. If employed at the training step, they shall be advanced to the next step at the conclusion of three (3) months of employment and shall be advanced to

each of the succeeding steps as of July 1 of each year thereafter, provided that they have been paid at the immediately preceding step for at least three (3) months as of said July 1. If employed above the training step they shall be advanced to each of the succeeding steps as of July 1 of each year thereafter, provided that they have been paid at the immediately preceding step for at least three (3) months as of said July 1.

### **Section 3: Seniority**

- (a) Seniority (Length of service in continuous permanent employment) shall date from the first day of continuous permanent employment with the Board, provided the employee successfully completes the probationary period set forth in Sections 1A through 1C above. As between employees who began continuous, permanent employment with the Board on the same day, seniority will be determined by a comparison of the last four (4) digits of such employees' Social Security numbers, with the employee having the lowest number being the most senior.
- (b) In the custodial group, building seniority will be recognized for shift preference provided all other qualifications are equal. Building seniority means total IPS seniority which may be exercised by a custodian in a particular building, but does not mean a custodian's length of service in a particular building.

Among bus drivers and bus attendants, length of continuous service in the Transportation Department will be recognized for shift preference and work assignments. The bus driver and attendant work assignment includes regular morning and afternoon routes, midday routes/shuttles and additional pay assignments.

No bumping will be permitted under this provision.

- (c) The seniority of an employee shall terminate under any of the following conditions:
  - (i) When the employee has been laid off for a period of more than one (1) year, provided that this period shall be extended for an additional year if during the 11th or 12th month following the layoff the employee gives written notice to the Supervisor of Educational Support Personnel of the employee's desire to extend said period.
  - (ii) When a laid-off employee fails to give notice of the employee's intention to return within 96 hours after the Board has sent to the employee's last address on file with the Board a certified letter requesting the employee's return.
  - (iii) When the employee gives notice but fails to return to work within one week after the aforesaid letter has been sent to the employee.
  - (iv) When the employee resigns the employee's employment with the Board.
  - (v) When the employee is discharged for just cause.
  - (vi) When the employee violates the conditions of a leave of absence.
  - (vii) When the employee has been dismissed under Article II, Section 7.
  - (viii) When the employee has failed to successfully complete the Training Program set forth in Article III, Section 2A or 2B.
- (d) Individuals employed as Head Custodians as of December 31, 1985, who were promoted and/or transferred from bargaining unit positions into Head Custodian positions, shall continue to accrue bargaining unit seniority for all purposes as they have heretofore. Individuals who are promoted and/or transferred from bargaining unit positions to Head Custodian positions after December 31, 1985, shall continue to accrue bargaining unit seniority for all purposes for up to two (2) years after assuming the Head Custodian position. After said two (2) years, the individual shall continue to accrue bargaining unit seniority for all purposes except placement at the time of layoff pursuant to Section 4 of this Article.

- (e) IPS will assign routes to IPS and contractors' bases in a manner that promotes the most efficient transportation system possible. IPS drivers will exercise seniority to choose the routes assigned to IPS bases only. The drivers will then be assigned to the IPS base where the route of their choice is located.
- (f) IPS will determine which routes require bus attendants. Attendants will be permitted to exercise their IPS seniority to select routes.

#### **Section 4: Layoff**

- (a) Layoffs for lack of work shall be in accordance with straight seniority in the department (Custodial Group, Food Center, High School Foodservice, and Transportation Group, respectively), i.e., the employee most recently hired by the Board shall be laid off first, provided that the employees retained are qualified to perform the work available. When adding to work forces, those employees most recently laid off in the department shall be first to be reemployed, if qualified to perform the work and if available.
- (b) When layoff for lack of work or a phaseout affects permanent, full-time employees, the Board shall notify the Union fifteen (15) days prior to a layoff or a phaseout, if the Board has made a final decision by that time or if the Board has not made a decision, then simultaneously with an official news release to the media regarding such layoff or phaseout.
- (c) In carrying out (a) of this section, an employee in the High School Foodservice Department who is to be transferred from the high school to which the employee is regularly assigned (herein the "regular school") in the course of layoff procedures shall have the right to take a voluntary layoff. Such right shall be exercised in writing.
  - (i) For the period of one (1) year following the date the employee commences voluntary layoff as provided above, the employee shall be subject to recall only to the first vacancy at the employee's regular school for which the employee is qualified and provided the employee is senior in the department to: (a) any qualified employee in the department who is on layoff and eligible for the vacancy, and (b) any qualified employee who is eligible for and wants the vacancy in the course of layoff procedures. If the employee on voluntary layoff rejects recall to said vacancy the employee shall be deemed to have resigned employment with the Board.
  - (ii) If the employee gives the written notice provided in Section 3(c)(i) of this article, the employee shall remain on voluntary layoff for an additional year, subject to recall as follows:
 

If, with the above identified notice, the employee also notifies the Supervisor of Educational Support Personnel in writing that the employee will accept recall to any vacant position in the department, said employee shall be subject to recall to any position for which the employee is qualified and provided the employee is senior in the department to: (a) any qualified employee in the department who is on layoff and eligible for the vacancy, and (b) any qualified employee who is eligible for and wants the vacancy in the course of layoff procedures. This provision applies only to vacancies at schools where there are no employees on voluntary layoff.

If the employee does not so notify the Supervisor of Educational Support Personnel of willingness to accept recall to any vacant position in the department, the employee shall remain subject to recall as provided in (i), above.

An employee who rejects recall to a vacancy to which the employee is entitled as provided herein shall be deemed to have resigned employment with the Board.
- (d) It is understood that no vacancy shall be deemed to exist for purposes of Section 6 of this article if an employee is eligible for transfer to the position in the course of layoff procedures or there is an employee on layoff eligible for recall thereto.

## Section 5: Transfers

- (a) An employee in the Custodial Group may submit a written request for transfer to another building to the Supervisor of Educational Support Personnel. Transfers may be granted only upon the recommendation and at the discretion of the department supervisor and, if granted, shall be based on seniority, and qualifications. No employee shall be discriminated against because of a request to transfer. An employee transferred in conjunction with this article will not be considered for further transfer for a period of not less than four (4) months.

In the event that there is a vacant position in the Custodial Group, as among employees from other buildings who have written requests for transfer on file the departmental seniority shall govern the transfer where fitness, ability and other qualifications appear to be equal. In order to be eligible for such transfer an employee's request must have been filed at any time within ninety (90) days prior to the existence of the vacancy.

- (b) Should transfers between schools in the Custodial Group be required, they will be made only upon recommendation of the department supervisor. The department supervisor shall attempt to use volunteers who are qualified for the job to be filled, but this requirement shall not preclude involuntary transfer if, in the opinion of the department supervisor, such transfer is required for the effective operation of the transferring or transferred school.
- (c) The supervisor to whom the employee submits a transfer request, shall provide, within five (5) working days of receipt of request, a copy of the request to the union president. In addition, the supervisor shall acknowledge in writing, the receipt of the request for transfer to the employee who submitted it.

The Union shall be notified of each resignation or retirement within five (5) working days of receipt of such notice by the employer.

The union shall be notified of each employee transfer within five (5) working days of the effective date of the transfer.

- (d) Bus Drivers and attendants may request transfer in accordance with the Transfer Request and Bid Book Procedures for Regular Routes, a copy of which is attached and incorporated into this Agreement as Exhibit B.

## Section 6: Promotions

- (a) Custodians, Foodservice and Paraprofessionals. IPS will post on the IPS intranet, at least one time each week, a list of available positions in the Custodial, Foodservice and Paraprofessional areas. Such positions shall remain open until filled. Employees may apply for such postings in the manner prescribed by the Board. If an interview is granted, the Board shall notify each candidate of the time and place of the interview.

Transportation Department Vacancy -

**Drivers.** When a driver vacancy occurs at any base, a notice of intent to fill the vacancy will be posted, and all drivers will be given forty-eight (48) hours to update their route preference in the bid book. The vacant route will be filled through the bid book until no driver's preference is indicated. The vacancy created by the award will be filled through the bid book procedure.

**Attendants.** When IPS determines to assign an attendant to a newly created or designated route ("Route"), notice of such Route will be posted, and all attendants will have forty-eight (48) hours to update their bid book preference. The Route and any subsequently vacated Routes will be filled through the bid book procedure by the most senior employee indicating a preference, until no attendant's preference is indicated. IPS may temporarily assign an attendant to a route for ten (10) work days prior to determining whether to fill it on a permanent basis.

When there are no bidders for a driver or attendant vacancy, IPS will fill the vacancy as provided in Exhibit B.

- (b) Where fitness, ability and other qualifications appear to be equal, departmental seniority (Custodial Group, Food Center, and High School Foodservice, and Transportation Department, respectively) shall govern, including the right to learn on the job within a reasonable length of time, not to exceed thirty (30) days, except that when a High School Foodservice vacancy occurs preference will first be given to the employees of the facility where the vacancy exists. If the employee does not prove satisfactory on the job, the employee shall be returned to such open job as may then be available. No bumping will be permitted under this provision.
- (c) Promotions shall be made by the Human Resources Division, subject to the approval of the Superintendent and the Board, so that the best qualified employee is promoted. The employee appointed shall be assigned to the vacancy within fifteen (15) working days from the Board's final approval. A vacancy which the Board determines to staff shall be reported to the human resources office within ten (10) working days of the vacancy.
- (d) An employee may be worked temporarily in a lower classification, but shall maintain the higher classification pay unless such classification is abolished or the employee has been transferred therefrom in the course of a layoff because of lack of work.
- (e) In the event that a unit employee is promoted to Supervisor and later becomes a unit employee, the employee's seniority on the last unit job held shall continue to accrue for such an employee so long as the employee remains in the employ of the Board.
- (f) The identity and seniority of the employee promoted and of the other employees who applied for the vacancy shall be provided to the President of Local 661.
- (g) The Board and the Union, in recognition of the desirability of multi-ethnic representation on the staff, shall continue a policy of actively seeking minority group personnel for employment.

#### **Section 7: Evaluation**

Each employee being evaluated shall be guaranteed a meeting with the employee's evaluator to discuss the evaluation. In the event that an employee disagrees with an evaluation, a second evaluation shall be made by the appropriate director or his designee within ten (10) working days. Results shall be reduced to writing and shall be placed in the employee's file. It shall be a requirement of anyone being evaluated to sign said evaluation and it is understood the signature conveys only an acknowledgment that the employee has seen and discussed the evaluation.

#### **Section 8: Ten-Month Employees**

In the event that a scheduled day off occurs at the Food Center during the ten-month period, such as report card days, but some ten-month employees are assigned to work on that day, the assignments shall be on a seniority basis among ten-month employees provided that the employees assigned are qualified to perform the work available.

#### **Section 9: Thursday Pay Day**

Night shift employees shall be paid during their Thursday shift on the day before the regular payday. If in the opinion of the Board, the Board has difficulty in making checks available on Thursday, the Board may resume payment on Friday.

#### **Section 10: New and Revised Rules and Regulations**

Prior to implementing new or revised rules or regulations governing the conduct and discipline of employees, IPS agrees that it will notify the Union and, upon the Union's request, meet and receive comments or suggestions about such new or revised rules or regulations. The final right to implement such new or revised rules or regulations shall, however, rest exclusively with the Board.

## **ARTICLE IV SPECIAL REGULATIONS**

### **Section 1: Lunch Periods**

In the Custodial Group, each day shift employee shall have an unpaid lunch period of one (1) hour. Night shift employees shall have a paid lunch period of thirty (30) minutes. Such night shift employees shall not be required to remain inside the school building but shall remain on school grounds and at a location where they are available to a supervisor.

In Foodservice Operations, each employee who works at least six (6) hours shall have an unpaid lunch period of thirty (30) minutes. Night shift employees who work an eight (8) hour shift shall have a paid lunch period of thirty (30) minutes within the respective building. The Food Center Manager or Foodservice Manager shall determine the time in each employee's work schedule when such period may be taken.

### **Section 2: Rest Periods**

In the Custodial Group and in the Food Center, there shall be two rest periods of not more than fifteen (15) minutes each as part of the normal eight (8) hour work day. In High School Foodservice and for Paraprofessionals, the following schedule applies: employees who work four (4) to six (6) hours shall have one fifteen (15) minute break; employees who work six (6) to seven (7) hours shall have two ten (10) minute breaks; and employees who work eight (8) hours shall have two fifteen (15) minute breaks. Each supervisor shall determine the position of these periods in each schedule and provide same in the written work schedule.

If an employee is assigned to work overtime of at least two (2) hours' duration beyond the employee's regularly scheduled shift, the employee shall have one (1) ten (10) minute break within such overtime period. Each supervisor shall determine the position of this ten (10) minute break.

### **Section 3**

Tax Sheltered Deferred Annuity Programs are available for each employee.

### **Section 4**

In the event a position is vacant in the Custodial Group, that is, no incumbent is on leave -- and no regular employee is available to fill the said vacancy, a substitute may fill such vacancy not to exceed ninety (90) days.

### **Section 5**

Employees shall be notified whenever any statement which is critical of them is made a part of such employee's personnel file. If the employee so desires, he or she may submit a written, signed, and dated response to any such material and such response shall be attached to the material referred to in said response.

### **Section 6**

An employee shall be informed when a serious complaint is made about that employee except where notification is prohibited by law, governmental regulation, or court order. The employee will be informed if any record of the complaint is to be kept on file. An employee has the right to submit a written response which will be attached to the complaint.

### **Section 7**

The point system regarding bus driver accidents shall be reviewed annually by the accident review committee to ensure the system reflects current accident costs incurred by IPS.

**ARTICLE V  
WORKING HOURS - OVERTIME**

**Section 1: Working Hours**

The normal work schedule in the Custodial Group and in the Food Center shall be forty (40) hours within any seven (7) consecutive days. Certain work schedules may contain some work hours on each of the seven days. The normal working day shall contain eight (8) hours; however, this may be varied because of need so long as the total of forty (40) hours in any one week is not exceeded for the purpose of figuring straight-time pay.

The normal work schedule for High School Foodservice and Transportation Department employees will vary as in the past according to assignments.

So long as the state requires an individual school bus driver contract, all pupil attendance days shall be covered by that contract.

If IPS permanently reduces the work hours of a high school food service employee covered by this Agreement to fewer than three and one-half hours, IPS shall notify the Union of such fact at the time the employee is so notified.

**Section 2: Workweek**

An employee who works more than forty (40) hours in the employee's given workweek (seven consecutive days) shall be paid at the rate of one and one-half times the employee's regular rate for such hours worked in excess of forty (40).

**Section 3: Overtime Assignment**

In the event overtime is deemed necessary, the other employees in that building in the job classification involved in the overtime, if qualified, shall be given the first opportunity to work such overtime by seniority. This provision shall not be applicable to firemen. If an employee is excused from working overtime, the employee shall be charged with the hours as though the employee had worked. Because it is impossible to allocate overtime with absolute equality, the remedy for an error in assignment of overtime shall be to assign overtime to the employees adversely affected, by seniority, when overtime next becomes available.

In the Custodial Group, an employee required to work overtime due to the absence of another employee shall work a minimum of three (3) hours on the first day of said absence.

**Section 4: Special Duties - Additional Pay - Custodial Group**

In the event an employee is requested to work hours exceeding the employee's normal assigned work shift to perform special duties as a result of conditions described below, the employee shall be paid for hours worked at a rate of one and one-half times the employee's hourly rate:

- (i) Meetings or activities, excluding athletic events, held in a building which has a night custodial shift and a permit has been issued, provided that the activity or meeting interrupts the night custodial shift to a degree where the interruption causes hardship or limits normal custodial duties and additional time is required.
- (ii) Meetings or activities held in a building during hours when a custodian is not normally assigned to the building.
- (iii) Athletic events where additional personnel are required.
- (iv) In case of an extreme emergency in a building when it is necessary to call in personnel to work in excess of the assigned work schedule.
- (v) Emergency Snow Removal. Generally, a maximum of four (4) hours overtime per employee will be allowed in any one day or 24 hour period for emergency snow removal. If the building's staff is not all present to assist in this emergency, those staff members who do stay and perform the work will be allowed more than four hours overtime if approved by the Facilities Management Division Head.
- (vi) Double time will be paid for time worked on Sundays and paid holidays, except for those



employees whose regular work schedule calls for Saturday and Sunday work. The double time for hours worked on paid holidays shall be in addition to holiday pay. In the event an employee is called in for an emergency, three (3) hours call in pay will be granted.

## **Section 5**

Overtime earned up to and including the Friday when an employee receives a paycheck will be included in the next paycheck unless extenuating circumstances occur. Except with respect to sick days, hours not worked but paid for shall be treated as hours worked for the purpose of overtime compensation.

## **Section 6**

Except as provided in Section 9 of this Article, should there be an imposed closing of a foodservice location covered by this Agreement for any reason, employees who are not scheduled to work may choose one or more of the following options concerning the days on which they are not scheduled to work:

- (a) No pay
- (b) Earned vacation days
- (c) Personal leave days

## **Section 7: Transportation Department - Additional Pay**

- (a) Field Trips. Field trips (bus driving that is not included in the shifts identified in Section 3(b) of Article III) that take place during the ten month employment and not during regular break periods in the school calendar (Spring Break, Winter Break, etc.) shall be offered to bus drivers as described herein, provided that such assignments do not result in hours worked in any week in excess of forty (40).

1. At each base there shall be posted, once each semester, a sign-up sheet for weekday field trips, and a sign-up sheet for weekend field trips that may operate from that base during the semester. Such sheets will not identify field trips by type, destination or day on which they will occur.

The sign-up sheets will be posted on the first work day of each semester. The purpose of the sign-up sheets is to determine which bus drivers at each base are interested in weekday and weekend field trip assignments during the semester.

2. In order to be eligible for field trip assignments during the semester identified on a sign-up sheet, a bus driver at the base must sign the posted sign-up sheets by the conclusion of the fourth work day following the posting, provided, however, that an employee who fails to sign may do so on one occasion at any later time during the semester, and provided further, that new employees hired during a semester may sign up within seventy-two (72) hours of their first day of assignment as a bus driver. Employees who sign up pursuant to these provisions shall be eligible by seniority pursuant to 3, below, for field trips offered thereafter.
3. Field trips on the basis of the roster received from the Education Services Center for each base will be offered to eligible bus drivers at that base in order of seniority in the department beginning with the senior eligible bus driver and continuing in order until the seniority list is exhausted, at which time the offering will begin again in seniority order through the end of the school year, provided that without specific authorization by the Director of Transportation a driver may not take a field trip that because of time or logistics interferes with his/her regular assignment. If a driver is not offered such a trip, he/she shall be offered the next available field trip that does not so interfere, regardless of seniority.
4. Notification of the offering of field trips to eligible drivers shall be by bulletin board notice at the base. It shall be the obligation of the bus drivers to check the bulletin board at his or her base to hear of such offers.

5. It is understood that an eligible bus driver may reject the offer of a field trip, or, subject to 6, below, be unable to make an accepted field trip, which, for purposes of this procedure, shall be deemed equivalent to his having been assigned the field trip. If a bus driver rejects two (2) consecutive offers, following the week of the second rejection he shall be deemed ineligible for field trips for the next two (2) weeks during which he would otherwise have been assigned. For this purpose, an accepted offer which the bus driver is unable to make, as described below, shall be deemed a rejection.
6. After the second occasion on which a bus driver fails to run an accepted field trip without notification as required in 7, below, the bus driver shall be ineligible for field trip assignment for the remainder of the school year.
7. Bus drivers who accept the offer of a field trip shall:
  - (a) If a driver has been assigned a field trip which requires that the driver return to base to begin the trip, the driver shall clock in 30 minutes prior to the scheduled trip time to allow for preventive maintenance and travel time to the field trip site.
  - (b) Give twenty-four hours notice to the Transportation Office when unable to run accepted weekday field trips. Otherwise, they will be expected to run assigned field trips as scheduled.
  - (c) Notify the Transportation Office by Friday morning if they are unable to make an accepted weekend trip. Otherwise, they will be expected to run assigned field trips as scheduled.
  - (d) The Director of Transportation or his designee may excuse an employee from the notification provisions of subparagraphs (b) and (c) above, if the employee's failure to notify was for good cause beyond the employee's control.
8. If a field trip is cancelled, the bus driver who was assigned thereto shall be offered the next available field trip, regardless of departmental seniority.
9. If a bus driver is not assigned a field trip because it is expected that the trip will cause hours in excess of forty (40), that bus driver's name shall remain at the top of the eligibility list, in order of department seniority, for purposes of subsequent field trips that are not expected to exceed forty (40) hours.
10. The remedy for an error in the assignment of a field trip shall be to assign the bus driver to the next available field trip after that identified in 8, above, regardless of departmental seniority. However, if errors persist, the Union and Management will work through the Labor Management Committee to resolve the problem.
11. A field trip assigned with less than thirty-six (36) hours advance notice is defined as an emergency field trip. Drivers for emergency field trips will be selected in accordance with the Procedure for Assignment of Extra Work as set forth in Exhibit C. The seniority of the available drivers will be considered in making such assignments. Acceptance of an emergency field trip does not affect a driver's turn on the seniority field trip roster for weekday and weekend field trips pursuant to paragraphs 3 and 9 above.
12. A weekend field trip is subject to the same rules as a weekday field trip unless specific provisions of this Agreement provide otherwise.
  - (b) Extra Work. Extra Work includes any and all work except regular routes, regular field trips, other work that is bid by IPS and Extreme Emergency Work. Extra Work will be assigned in accordance with the Transportation Department Procedure for Assignment of Extra Work, a copy of which is incorporated and made part of this Agreement as Exhibit C.
  - (c) Extreme Emergency Work is work that arises because of an emergency, including such things as unscheduled trips, employee absences, unanticipated needs or other work where an employee is

needed with 30 or fewer minutes remaining to dispatch time. Extreme Emergency Work will be assigned to the first available employee from the assigned base who responds to the Extreme Emergency call. If there is no response to the first call, to the first available regular employee who responds to the Extreme Emergency call. If there is no response to this second call, to the first available on-call who responds to the Extreme Emergency call.

## **Section 8**

When a bus driver delivers Board-required forms from one location to another, the bus driver shall be paid for the transportation time at the bus driver's regular hourly rate.

## **Section 9: School Closings and Makeup Days**

If school is officially closed for the day by the Superintendent or health authorities, certain employees may not be required to work. Pursuant to state statute, certain employees in the bargaining unit, i.e., bus drivers, are required to be paid for days when school is closed and then work for no additional pay on days that are rescheduled as makeup days.

For employees in the bargaining unit who are not required to be paid by the aforesaid state statute, the following procedures will apply:

1. If it is determined that the day lost due to the school closing will not be rescheduled, then the employees not required to work will be paid for such day.
2. If it is determined that the day lost due to the school closing will be rescheduled, the employees not required to work on the day said school is closed will not be paid for such day, but will instead be paid for work performed on the day rescheduled because of said closing.

## **Section 10**

Requests for route transfers received within twenty-four (24) hours of a route opening shall not be considered in determining the employee to be selected for such route opening.

# **ARTICLE VI LEAVES AND VACATIONS**

## **Section 1A: Sick Leave - Custodial Group**

Full-time employees shall be entitled to receive one (1) sick leave day at the beginning of each month of employment. After a new employee has been employed by the Indianapolis Public Schools for two calendar months, he/she shall be entitled to receive one (1) sick leave day at the beginning of each subsequent month of employment. Sick leave days may not be used unless earned. In any given year, seven (7) of such days may be used due to the illness of the employee's child, parent, spouse, or any other relative living in the same household with the employee.

Unused sick leave days shall accumulate without limit. Any personal leave (see Section 2 below) days not used during the year shall be added to the employee's sick leave account at the end of each fiscal year.

## **Section 1B: Department Sick Leave - Transportation**

After a twelve month (12) employee has been employed by the IPS for two calendar months, he/she shall be entitled to receive one (1) sick leave day at the beginning of each subsequent month of employment. Sick leave days may not be used unless earned.

After a ten (10) month employee has been employed by the IPS for two (2) calendar months he/she shall be entitled to receive one (1) sick leave day at the beginning of each calendar month thereafter, September through May

of each fiscal year. Sick leave days may not be used unless earned. In any given year, seven (7) of such days may be used due to the illness of the employee's child, parent, spouse, or any other relative living in the same household with the employee.

Unused sick leave days shall accumulate without limit. Any personal leave (see Section 2 below) days not used during the year shall be added to the employee's sick leave account at the end of each fiscal year.

### **Section 1C: Sick Leave - Foodservice Operations**

Subject to the conditions as set forth below, after a twelve (12) month employee has been employed by the IPS for two (2) calendar months, he/she shall be entitled to receive one (1) sick leave day at the beginning of each subsequent month of employment:

Subject to the conditions as set forth below, after a ten (10) month employee has been employed by the IPS for two (2) calendar months, he/she shall be entitled to receive one (1) sick leave day at the beginning of each calendar month thereafter, September through May of each fiscal year.

An employee hired by IPS after January 1, 1978, shall accrue sick leave in increments of hours instead of days, with the number of such hours accrued based upon the number of that employee's regularly scheduled daily hours of work as of the time of accrual. Employees hired prior to January 1, 1978, shall continue to accrue sick leave in days.

Sick leave may not be used unless earned. Unused sick and personal leave (see Section 2 below) shall accumulate without limit.

In any given year, seven (7) of such sick leave days or an equivalent number of such sick leave hours may be used by an employee due to the illness of the employee's child, parent, spouse, or any other relative living in the same household with the employee.

### **Section 1D: Sick Leave – Paraprofessionals**

Subject to the conditions as set forth below, after a ten (10) month employee has been employed by the IPS for two (2) calendar months, he/she shall be entitled to receive one (1) sick leave day at the beginning of each calendar month thereafter, September through May of each fiscal year.

Sick leave may not be used unless earned. Unused sick and personal leave (see Section 2 below) shall accumulate without limit.

In any given year, seven (7) of such sick leave days may be used by an employee due to the illness of the employee's child, parent, spouse, or any other relative living in the same household with the employee.

### **Section 2A: Personal Leave - Custodial Group**

Each full time employee shall be entitled to receive three (3) personal leave days each fiscal year for personal use. Personal days must be earned and cannot be taken until after a ninety (90) day performance evaluation has been made. Personal leave days must be taken no less than a half (1/2) day at a time. Such days, if not used, shall be added to accumulated sick leave days at the end of each fiscal year.

Employees must schedule personal days at least forty-eight (48) hours in advance. All personal days are to be requested in writing by an employee to his/her immediate supervisor. Emergency requests for personal days shall be considered by the appropriate supervisor. Granted emergency requests shall be followed up in writing within five

(5) working days after the employee returns to work. Failure to make requests in writing and failure to obtain permission shall result in no pay and the days shall be counted as unexcused.

### **Section 2B: Personal Leave - Foodservice Operations, Paraprofessionals, and Transportation Department**

Each full time twelve month employee shall be entitled to receive three (3) personal leave days each fiscal year, and each full time ten month employee shall be entitled to receive two (2) such days each fiscal year, for personal use. Personal days must be earned and cannot be taken until after the first of the month following the

completion of two (2) calendar months of work. Personal leave days must be taken no less than one-half (1/2) day at a time. Such days, if not used, shall be added to accumulated sick leave days at the end of each fiscal year.

Employees must schedule personal days at least forty-eight (48) hours in advance. All personal days are to be requested in writing by an employee to his/her immediate supervisor. Emergency request for personal days for Food Center employees shall be considered by the Food Center Manager and for High School foodservice employees by the Foodservice Manager or his/her immediate supervisor, or, in the Transportation Department, by the Director. Granted emergency requests shall be followed up in writing within five (5) working days after the employee returns to work. Failure to make requests in writing and failure to obtain permission shall result in no pay and the days shall be counted as unexcused.

### **Section 3: Workers' Compensation Disability**

In case of a disability for which an employee receives Workers' Compensation payments under the Workers' Compensation Law of Indiana, the Board shall pay the employee's wages in full for the first five working days until Workers' Compensation payments begin. The Board shall pay the difference between Workers' Compensation payments and the salary of the employee, but in no case shall the payments (whether pursuant to the provisions of the immediately preceding sentence or the provisions of this sentence) made by the Board pursuant to this Section be made for a period of more than eighteen (18) work weeks. An employee's absence because of a disability in respect to which Workers' Compensation payments are made to the employee shall not be charged against the employee's sick leave; provided, however, that if such disability continues beyond eighteen (18) work weeks the employee shall have the option thereafter of using sick leave days to supplement workers' compensation with a charge to sick leave days of one-half day for each full day for which sick leave is claimed, provided further that after the conclusion of the absence this charge shall be adjusted on the basis of one-third of a day for each full day, rounded to the nearest one-half day.

The Board has the prerogative to order and pay for an independent medical or psychological examination if there is reason to believe that an employee may be malingering.

### **Section 4: Unpaid Leave**

Employees returning from an unpaid leave or layoff shall be eligible for vacation benefits based upon the number of full calendar months worked in the prior fiscal year (7/1 to 6/30). Example: If ten (10) months worked, the employee is eligible for 10/12's of the full vacation entitlement. If the employee's leave or layoff is for a continuous period, part of which occurs in each of two fiscal years, the adjustment provided for herein shall be made with reference to months worked in each year.

For purposes of this provision, less than fifteen (15) calendar days of absence shall be disregarded; fifteen (15) calendar days or more shall be deemed a month's absence.

### **Section 5: Bereavement Leave**

- (a) Employees shall be entitled to five (5) successive working days leave, with pay, if required, commencing from the first day after death, for death in the immediate family which includes mother, father, sister, brother, husband, wife, child, grandchild, grandparents, and any such relationship established by marriage, or a legal dependent living with the employee. Proof of death shall be furnished if requested. Should death occur during an employee's vacation, up to five days will be allowed over and beyond vacation days for funeral leave. If a paid holiday as defined in Article VII for a particular employee falls within a bereavement leave, the employee may receive one (1) additional paid day off immediately following the bereavement leave.
- (b) Each employee shall be allowed one day leave of absence with full pay to attend the funeral of an aunt, uncle, niece or nephew and each similar relationship established by marriage.

## **Section 6: Jury Duty**

An employee who is called for jury duty, either grand or petit, shall during the period of absence on account of such jury duty be paid the employee's full regular salary, less the total amount of per diem allowance earned by such employee for jury duty.

## **Section 7: Other Leaves of Absence**

- (a) Employees who have two (2) or more consecutive years of service may be entitled to a leave of absence without pay for reasons of:

1. Medical disability
2. Study
3. Caring for a sick member of the employee's family.
4. Other compelling reason.

Such leaves shall not be granted for purposes of other employment, nor shall an employee accept other employment during a leave of absence.

Any employee who is granted a leave may return to the same position if such return occurs within the same fiscal year, or six (6) months, whichever is greater. Any employee returning after the above-noted time period will be offered a position when a vacancy occurs.

- (b) In the case of medical disability only, an employee with less than two (2) years of service who is under the regular care of a physician or surgeon and must be absent from work for a protracted period of time because of such medical disability and who has exhausted all sick and personal leave available may apply for a modified leave of absence under terms and conditions prescribed by the Superintendent. The Superintendent may, under such circumstances, grant a medical leave of absence for a stipulated period of time.
- (c) A military leave of absence without pay shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Any such military leave of absence shall be granted in accordance with applicable laws and regulations of the federal government and the state of Indiana.

## **Section 8: Vacations**

- (a) Eligibility for vacations and vacation pay is based upon accumulated seniority. Vacations are not cumulative. Requests for vacations must be approved, in advance, by the immediate supervisor and the department supervisor. Vacations may be taken during the Christmas, Spring and Summer break periods. Vacations also may be taken during the twelve (12) months period from July 1 to June 30, in accordance with the limitations set forth hereafter, provided the dates for each employee's vacation are approved in advance. It is understood, however, that no vacation may be scheduled during the two (2) week period immediately prior to the start of the school year, and in Foodservice, in the two (2) week period immediately following the close of the school year. It is further understood that the granting of a request for vacation on a day or days school is in session is at the sole discretion of the department supervisor and such request will be governed by the following guidelines:

1. A written request must be received by the immediate supervisor at least ten (10) days prior to the vacation day or days requested; provided, however, that during the Christmas Break and Summer

Break a total of one (1) vacation day can be requested on at least forty-eight (48) hours advance written notice.

2. Requests will be granted by the department supervisor taking into consideration the circumstances in each building or location. Requests will be considered in the order in which they are received by the immediate supervisor.
  3. If the conditions in subparagraphs 1 and 2 are met and a vacation is granted, any such vacation on days school is in session is limited to five (5) days for an eligible employee during the school year. The granting or denial of requests for vacation on a day or days school is in session is within the sole discretion of the department supervisor and any complaint about the exercise of such discretion will be discussed with appropriate union representatives, but shall not be processed under the grievance procedure.
- (b) Vacations for twelve month employees who begin work during the course of the fiscal year will be prorated through June 30th as per the schedule below. The employee will be required to then work an additional fiscal year before the employee is entitled to a full vacation. The starting, partial (prorated) year will not be counted as part of the required eight (8) full fiscal years for three (3) weeks vacation or the required fifteen (15) full fiscal years for four (4) weeks vacation. After one (1) full year of service, the employee will receive ten (10) working days vacation (two calendar weeks) with pay, and after eight (8) or more full, consecutive, fiscal years of service (not eight (8) years made up of more than one time of employment) the employee will receive fifteen (15) working days of vacation (three (3) calendar weeks) with pay. And after fifteen (15) or more years of full consecutive fiscal years of service, (not fifteen (15) years made up of more than one time of employment), the employee will receive four (4) weeks, 20 days vacation with pay.

The prorated schedule is as follows:

July	2	and Aug. 9	-	10 days vacation
August	10	and Sept. 14	-	9 days vacation
September	15	and Oct. 20	-	8 days vacation
October	21	and Nov. 25	-	7 days vacation
November	26	and Dec. 31	-	6 days vacation
January	1	and Feb. 5	-	5 days vacation
February	6	and Mar. 12	-	4 days vacation
March	13	and Apr. 19	-	3 days vacation
April	20	and May 24	-	2 days vacation
May	25	and June 30	-	1 day vacation

- (c) Temporary employees, hired on a less than a year basis, and ten month employees will not be entitled to vacation privileges.
- (d) No vacations or vacation pay, whether on a prorated or full-time basis, shall be granted to an employee before they have been earned.
- (e) Any employee who resigns and who is later reemployed loses seniority and is not entitled to credits for previous employment in determining vacations and vacation pay. A transfer from one department of the school system to another (where resignations are not involved) will not affect earned vacations.
- (f) The Head Custodian among the Custodial Group shall schedule vacations for the persons the Head Custodian supervises; provided that such schedule must be approved by the appropriate principal. Vacations for mechanical maintenance workers must be approved by the appropriate supervisor. The Food Center Manager shall schedule the vacations of Food Center employees.
- (g) Employees in the Custodial Group may apply to their supervisors for permission to take split vacations in accordance with the following paragraphs:
  - (i) Operations personnel shall take their earned vacations during the school's summer vacation period.

- (ii) All staff custodians and custodial aides must have returned from vacation at least two (2) weeks before school opens for the Fall semester.

### **Section 9: Coverage for Extended Leaves:**

A regular staff custodian in a building shall have shift preference, by seniority, if there is a vacancy of thirty (30) days or more caused by a leave of absence of another staff custodian in that same building. At such time as the staff custodian returns from his or her leave of absence, the staff custodian who has exercised a shift preference shall be returned to his or her original shift. This shall not apply to a custodian with a split assignment.

## **ARTICLE VII HOLIDAYS**

- (a) Each employee in the Custodial Group and twelve-month employees at the Food Center shall be paid for the following holidays, namely: Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Day and New Year's Day, provided the employee has acquired seniority and is not then on layoff, sick leave or other leave of absence. In addition, one-half day on Christmas Eve and New Year's Eve shall be paid holidays. One (1) floating holiday may be taken by employees in the Custodial Group and twelve-month employees at the Food Center at the request of the employee. Such requests must be made in writing to the employee's immediate supervisor not less than 48 hours prior to the requested date. Such requests will be approved provided that the work to be performed is not adversely affected. In the event two or more employees request the same date as a floating holiday and all such requests cannot be approved, employee seniority shall govern. A newly-hired employee will not be eligible to take a floating holiday until such time as such employee has completed his or her probationary period.

Ten-month employees shall receive the above-described holidays that fall within their scheduled work periods, except for Christmas Day, Fourth of July, New Year's Day and the half days on Christmas Eve and New Year's Eve. Ten-month employees shall also receive holiday pay for two (2) of the Professional Activity Days scheduled for teachers. (In the Custodial Group, when Christmas Eve and New Year's Eve do not fall on a working day, a half day off will be granted on the working day preceding Christmas Day and New Year's Day.) In the Custodial Group, the half day of Christmas Eve and New Year's Eve may be combined into one entire day if the work load can be worked out so that the building will be covered. Combining of the two one-half days must be approved by the appropriate supervisor.

- (b) Holiday pay is to be eight (8) hours or, in the case of a half day holiday, four (4) hours straight time pay, except for those employees whose regular work day is less than eight (8) hours. Such employees will receive straight time pay for the period they are regularly scheduled to work.
- (c) Any compensable holiday falling during the vacation period of any employee will be paid in addition to vacation pay or, at the Board's option, the employee shall receive an additional day of vacation with pay.
- (d) To be eligible for holiday pay, an employee must work the employee's regularly scheduled shift immediately prior to and following the holiday.
- (e) If an employee is on sick leave the working day before, or the next working day after a holiday, the holiday will be charged against the employee's sick days allowance. In cases where an extended illness results in an absence of three (3) or more days or an overnight hospital stay is involved in the sick day absence(s) and the employee is in active pay status, the employee will be eligible for holiday pay.
- (f) Bus drivers and bus attendants will receive one and one-half times their regular hourly rate for bus driving and bus attending hours worked on their paid holidays, in addition to the holiday pay.



**ARTICLE VIII  
MISCELLANEOUS PROVISIONS**

- (a) Any employee absent from work because a job-incurred injury is required to obtain and complete a special form containing a physician's signed statement permitting the employee-patient to return to work. This statement shall indicate whether the employee may return on an unrestricted or restricted basis and shall state, if the latter condition pertains, those activities in which the employee-patient is not to participate. It shall be the decision of the Supervisor of Educational Support Personnel and/or Safety Supervisor as to whether an employee injured on or off the job shall return to work if there are any restrictions.
- (b) Subject to other requirements involving FMLA leave, an employee who is absent five (5) working days or more because of illness or injury shall, prior to his/her return, obtain a physician's signature on a special IPS form permitting the employee to return to work.
- (c)
  - (i) An employee assigned to temporarily fill a position of a higher classification will be paid the rate of that classification if the employee is assigned to and works a full shift in that higher classification. Otherwise, the employee shall continue to be paid the rate of his/her regular assignment.
  - (ii) The Board will furnish the Union with one (1) copy of each job classification as prescribed by the Human Resources Division.
  - (iii) The Board agrees that one (1) employee elected or appointed as Union representative shall be granted a leave without pay for a period of one (1) year, subject to renewal. Union members elected as delegates (not more than 5) to Union Conventions shall be granted up to two (2) weeks leave without pay, where such time is necessary.
- (d) Employees who have an established history of allergy or a positive reaction to the Mantoux Test may have a chest X-ray at Board expense.
- (e) In the Custodial Group the Management agrees to support a custodian who is charged with not completing the employee's regular duties while being assigned custodial duties normally performed by another custodian who is absent.
- (f) Union Stewards and Officials are to register in the Principal's (Administrator's) Office as a visitor when entering an Indianapolis Public School facility.
- (g) In the Food Center, only emergency telephone calls will be relayed promptly to the employee affected so that he or she may receive or return the call. An IPS phone on the premises may be used only for receipt or return of such calls. The telephone may not be used for receipt or return of non-emergency calls.
- (h) In case of an unprovoked assault on an employee by a student or non-student on school property and while the employee is engaged in school business, the Board shall be responsible for reimbursement to the employee, upon proof of value, for any items of personal property damaged as a result of such assault. The Board shall also provide legal counsel and assistance to the employee in prosecuting such a case to its final resolution.
- (i) With respect to pay for time not worked, such as holidays, leave days, vacations and the like, employees with a regular schedule of less than eight (8) hours per day shall receive pay for the hours they are regularly scheduled to work.
- (j) Pay for time not worked for a Transportation Department employee (sick leave, personal leave, holiday pay, bereavement and jury duty) shall fairly reflect the average daily hours worked by said employee at the time said pay is to be made.

It is understood that this may require a transition in the payroll method so that pay will be delayed two (2) weeks. It is also understood that if the method adopted by the Board for fairly reflecting average

daily hours worked presents administrative problems after experimentation, the method may be changed by the Board provided that the method after change shall also meet the criterion of the foregoing paragraph.

- (k) Bus attendants, who apply for bus driving positions and who do not satisfactorily complete the driving portion of their training, shall upon request be given one (1) additional opportunity to do so no sooner than one (1) year following the failure to successfully complete the driving portion of their training. A bus attendant who fails the additional opportunity provided herein shall thereafter be prohibited from further attempts to complete the driving portion of their training.
- (l) A regular driver and/or attendant assigned to IPS routes, township schools and other schools supported by IPS Pupil Transportation will receive a minimum of five (5) hours of pay for work performed when IPS, township or other schools are not in session and said regular driver and/or attendant is required to work their assigned bus routes for schools which are in session.
- (m) A custodial employee who has a regular split location assignment and who is required to drive his own vehicle from one regular place of work to another regular place of work shall be paid the mileage rate allowed by the Board for such personal vehicle use, upon submission of such proof of use or other forms as the Board may prescribe.
- (n) If IPS decides to outsource a function or service which will directly result in a loss of bargaining unit positions, IPS shall provide thirty (30) days notice to the union before implementing the decision.

#### **ARTICLE IX RETIREMENT**

- (a) The Board shall provide a retirement payment of One Hundred Five Dollars (\$105.00) for each year of service in the Indianapolis Public Schools.
  - (i) Employees who have decided to retire shall send a letter of intent to the Supervisor, Educational Support Personnel, with a copy to the department supervisor advising the date of their intended retirement. Dates of retirement may not be changed once the letter has been received and the date approved by Human Resources.
  - (ii) The retirement payment shall be paid in a lump sum. If an employee is reemployed after retirement, only those years of service which were not counted in payment of benefits for the first retirement can be counted in any additional retirement benefits.
  - (iii) Years of service shall be based on the total years of experience in the Indianapolis School System. The last year of service may be prorated if the final year is not completed. Fractional years may be combined to make a full year. A leave of absence or experience outside the school system shall not be counted in determining the total number of years of Indianapolis experience. Employees appointed for 10, 11 or 12 months will be credited with a year of service at the completion of the respective periods of appointment.
- (b) Matching 403(b) Plan. IPS will establish a 403(b) plan that will require IPS to match an employee's contribution dollar-for-dollar within a specified cap. The intent over time is to phase in the 403(b) plan and phase out the years of service portion of the retirement lump sum payment set forth in subsection (a) of this Article. This shall be accomplished by stopping the accrual of years of service for purposes of subsection (a) benefits after June 30, 2004. The 403(b) plan shall become effective for the 2000-2001 school year. In the first year of the plan only, IPS shall contribute .5% of the employee's base salary or \$105, whichever is less, without requiring the employee to contribute a matching amount.
- (c) Each employee shall be paid thirty-five dollars (\$35.00) per day upon retirement for each day of unused sick leave.

- (d) Upon the demise of an employee eligible for payments under (a) or (b), the monies that the employee would have been entitled to if he had survived shall be paid directly, in lump sum, to the deceased's beneficiary.
- (e) Any employee under 62 years of age who seeks a retirement payment shall submit satisfactory proof that an application for retirement benefits has been made and approved in one or both of the following agencies:
  - (i) Social Security
  - (ii) Indiana Public Employees' Retirement Fund.

No retirement payment shall be paid to an employee who does not retire.

- (f) Retirees hired after January 1, 1978, who have worked during the major portion of their employment on a regular schedule of less than eight (8) hours per day will receive pro rata portions of the \$105 per year and \$35 per day benefits according to the average number of regularly scheduled hours worked in relation to eight (8) hours per day.
- (g) An employee who retires prior to age 65 may continue medical, group life and/or dental coverage for himself and his eligible dependents on the terms and conditions currently available to active employees, provided that the employee had such coverage for five (5) years prior to retirement and pays the group rate premiums in advance for such coverage. A retired employee's coverage shall cease when he reaches 65; continued eligibility for his dependents' coverage shall be determined as provided by law.

It is understood that if the Board changes group insurance coverage or premiums for active employees, such changes shall also be applicable to the retired employees provided for herein.

## **ARTICLE X GROUP INSURANCE**

The group insurance programs provided in this article shall be available to all employees on a work schedule of six hundred (600) hours or more per year.

### **Section 1: Life Insurance**

A Group Term Life Insurance Plan in the amount of \$30,000 shall be available for each employee. The Board shall pay the premium therefor except for \$.01 per pay period which shall be paid by the employee.

### **Section 2: Dental Insurance**

The Board's Dental Care Program shall be available to each eligible employee and the employee's dependents. The Board shall pay the premium therefor except for \$.01 per pay period which shall be paid by the employee.

### **Section 3: Medical Insurance**

- (a) Programs. Employees may select medical coverage from one (1) of these two (2) programs:
  - The Ambassador Plan.
  - The M•Plan HMO.

- (b) Types of Coverage: Coverage shall be available on the basis of four (4) options:
1. Employee
  2. Employee and Child or Children
  3. Employee and Spouse
  4. Employee and Family (Spouse and Children)
- (c) Premium Payment. For each employee electing coverage, the Board shall make the following maximum contribution for such coverage, and the employee shall pay any additional premiums:

	<u>Ambassador</u>	<u>M•Plan HMO</u>
Employee	\$3,800.00	\$3,800.00
Employee/Child	\$5,070.00	\$5,070.00
Employee/Spouse	\$6,800.00	\$6,800.00
Family	\$7,300.00	\$7,300.00

#### **Section 4: Long Term Disability Insurance**

A Long Term Disability Insurance Plan shall be available for each employee on the following terms and conditions:

Benefit Amount:	66 2/3% of monthly base salary
Elimination Period:	180 days
Minimum Benefit:	\$50 per month
Cost to Employee:	\$.01 per pay periods

Provided that the Board's premium payment shall not exceed \$.33 per month for each \$100 of an employee's base salary per month.

#### **ARTICLE XI SALARY SCHEDULE**

- (a) Wages. Wages for employees covered by this Agreement are set forth in Exhibit "A", which is attached and made a part of this Agreement. Wages will be effective December 27, 2003 and December 25, 2004.
- (b) The Board will pick up, on behalf of each employee, the employee's 3% contribution to the Public Employees' Retirement Fund and contribute such amount to such Fund.
- (c) Route Pay for Transportation Department. Route pay will be a fixed sum for all hours worked in a day. The initial amount of pay for each route will be based upon the scheduled route hours times the particular driver's pay rate. For example, 6.25 hour route times \$14 equals \$87.50 route pay; 5 hour route times \$10 equals \$50.00 route pay; 7 hour route times \$8.50 equals \$59.50 route pay. The route pay calculated under this formula will be the total pay for the driver for the route each day without regard for hours worked. If a route consistently requires more or less time than the scheduled and posted route hours and cannot be adjusted to the original schedule, IPS will adjust the route pay using the above formula. Variations in the amount of time it takes to run a route are expected. Route pay, however, will not be adjusted upward or downward unless the variation is consistently more than 15 minutes over a period of time not less than two weeks.

**ARTICLE XII  
SUBSTITUTE TEACHING**

A paraprofessional who:

- (a) Has at least 60 semester hours= college credit, which credit is from an accredited college or university;
- (b) Has a valid substitute teaching certificate from the Indiana DOE which is registered at IPS;
- (c) Has a written recommendation on substitution from the principal and the classroom teacher with whom the paraprofessional works; and
- (d) Substitute teaches for one full day or more in the same classroom where the paraprofessional regularly assists during the school day

shall be paid the sum of \$100.00 for each full day of substitute teaching up to the maximum days allowed by law. This amount shall increase to \$120.00 per day at such time as the paraprofessional achieves at least 90 hours= college credit. The responsibility for securing proof of college credit, DOE certification, IPS registration and written recommendations satisfactory to IPS shall be solely that of the paraprofessional.

**ARTICLE XIII  
CONTRACT INCLUSIVE**

The parties hereto have bargained with respect to every aspect of rates of pay, wages, hours of employment and other conditions of employment and agree that the total results of such bargaining on these subjects are embodied in this Agreement. The omission of any reference to any aspect of these subjects is intended to be a waiver of the right to bargain with respect to it during the term of this Agreement.

Ratification by the Board and by the Union is necessary for final Agreement.

This Agreement shall supersede any rules, regulations or practices by the Board which shall be contrary to or inconsistent with the terms contained within this Agreement.

**ARTICLE XIV  
EFFECT OF AGREEMENT**

The parties mutually agree that the terms and conditions set forth in this Agreement constitute the entire Agreement between the parties hereto, which may be added to, deleted from, or modified only through mutual consent of the parties.

Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section or clause.

It is understood that any applicable law, regulation or order issued by a governmental authority which is more restrictive than any provision of this agreement or requires an action not provided for by this agreement shall be implemented by the parties and this agreement shall be deemed modified to the extent necessary to comply therewith.

**ARTICLE XV  
DURATION**

**Section 1**

This Agreement shall become effective January 1, 2004, and shall remain in force and effect until December 31, 2005. This Agreement shall renew itself from year to year unless either party gives notice to the other party at least sixty (60) days prior to the expiration of any provision of this Agreement of its desire to change, amend or terminate such provision(s).

Executed this \_\_\_\_ day of December 2003.

For Local 661, Council 62, AFSCME, AFL-CIO,

For the Indianapolis Public Schools,

\_\_\_\_\_  
Mike Ledbetter,  
President of Local 661

\_\_\_\_\_  
Marianna R. Zaphiriou,  
President of the Board

\_\_\_\_\_  
Sylvia Warrick,  
Representative, Council 62,  
AFSCME, AFL-CIO

EXHIBIT A  
SALARY SCHEDULE  
Hourly Rates

Custodial Group

Staff Custodians  
Table H-1

<u>Steps</u>	<u>DP Code</u>	<u>12/27/03</u>	<u>12/25/04</u>
Training	00	\$10.385	\$10.697
1	01	11.696	12.047
2	02	12.811	13.195
3	03	14.158	14.583
4	04	14.786	15.230

Custodial Group Leader  
Table H-5

1	01	\$12.052	\$12.414
2	02	13.190	13.586
3	03	14.521	14.957
4	04	15.123	15.577

Mechanical Maintenance Worker  
Table G-0

Training	60	\$14.399	\$14.831
1	61	15.992	16.472
2	62	17.583	18.110
3	63	19.166	19.741
4	64	20.922	21.550

Assistant Head Custodians - Elementary Buildings

Table H-3

<u>Building Category*</u>	<u>Steps</u>	<u>DP Code</u>	<u>12/27/03</u>	<u>12/25/04</u>
III	1	31	\$11.946	\$12.304
	2	32	13.066	13.458
	3	33	14.436	14.869
	4	34	15.038	15.489
IV	1	41	\$11.991	\$12.351
	2	42	13.088	13.481
	3	43	14.457	14.891
	4	44	15.062	15.514

\* Building Categories:

Category III: A staff of 1 head and 2 staff custodians.

Category IV: A staff of 1 head and 3 staff custodians.



Foodservice Operations

Food Center Worker  
Foodservice Worker

Table S-2

<u>Steps</u>	<u>DP Code</u>	<u>12/27/03</u>	<u>12/25/04</u>
0	00	\$9.339	\$9.619
1	01	9.713	10.004
2	02	10.086	10.389
3	03	10.460	10.774
4	04	10.834	11.159
5	05	11.206	11.542
6	06	11.580	11.927
7	07	11.954	12.313
8	08	12.327	12.697
9	09	12.701	13.082
10	10	13.113	13.506

Sr. Stockroom Clerk

Table S-7

0	00	\$15.577	\$16.044
1	01	16.145	16.629
2	02	16.891	17.398

Foodservice Driver and Food Center Maintenance/Driver

Table S-8

0	00	\$15.597	\$16.065
1	01	17.199	17.715
2	02	18.000	18.540
3	03	18.803	19.367
4	04	19.759	20.352

Paraprofessionals

Classroom, Special Education, Non-Instructional Assistant,  
Media Assistant, Instructional Assistant, and Parent Liaison

Table P-4 (0-14 credits)

<u>Steps</u>	<u>DP Code</u>	<u>12/27/03</u>	<u>12/25/04</u>
1	01	\$8.708	\$8.969
2	02	8.898	9.165
3	03	9.175	9.450
4	04	9.577	9.864

Table P-8 (15-59 credits)

1	01	\$8.763	\$9.026
2	02	9.036	9.307
3	03	9.722	10.014
4	04	10.630	10.949

Table P-9 (60 and up credits)

1	01	\$8.898	\$9.165
2	02	9.451	9.735
3	03	9.997	10.297
4	04	11.183	11.518

Table P-9 (Bachelor's Degree Required)

1	11	\$11.746	\$12.098
2	12	12.157	12.522
3	13	12.764	13.147
4	14	13.249	13.646

Any employee who successfully passes the Parapro Assessment Examination, will be Placed on the P9 salary schedule, Steps 1 through 4. To be eligible, such employee must be Working in a paraprofessional position. The effective date of this salary change will be the First pay period after IPS receives documentation of such successful completion of the exam.

Transportation Department

Bus Attendant

Table S-3

<u>Steps</u>	<u>DP Code</u>	<u>12/27/03</u>	<u>12/25/04</u>
1	01	\$9.617	\$9.906
2	02	10.220	10.527
3	03	10.870	11.196
4	04	11.237	11.574

Bus Driver

Table S-4

TRAINING	10	\$11.306	\$11.645
1	11	11.650	12.000
2	12	12.687	13.068
3	13	13.721	14.133
4	14	14.759	15.202
5	15	15.794	16.268
6	16	16.832	17.337
7	17	17.866	18.402
8	18	18.902	19.469
9	19	19.759	20.352

## Exhibit B

### INDIANAPOLIS PUBLIC SCHOOLS

### TRANSPORTATION DEPARTMENT

#### Transfer Request and Bid Book Procedures- For Regular and Mid-day Routes and Other Bid Work

After the regular route selection process for all drivers and attendants is completed each school year, vacant regular routes, applicable mid-day routes (which are not attached to or included in a regular route), and other bid work will be posted for interested employees to bid for the assignments as follows:

- Available regular routes, mid-day routes and other bid work will be advertised via posting at each transportation base.
- Interested employees will have 48 hours following the posting to register their bids in the official Bid Book, located at the SCIPS base. Bidders must complete all requested information in the Bid Book and sign the entry before the request will be valid. Entry of a written, signed bid affirms acceptance of any award made.
- At the expiration of 48 hours, the bids for each assignment will be closed. The Director of Transportation or designee will examine the bids and award the assignment to the most senior eligible bidder who will not exceed forty (40) hours per week of regular hours.

Note: Due to logistics and requirements for the care of certain students, certain assignments must be awarded to a specific driver and attendant or to employees of a specific base.

- Mid-day assignments and other bid work assignments made through this process will remain a part of the successful bidder's work for the remainder of the school year, or until the assignment is no longer needed.
- Employees who subsequently request, in writing, to be released from the award during the school year for an unforeseen hardship will not be eligible for further assignments under this procedure for six (6) weeks from the date of release.
- Subsequent vacancies for regular routes, which occur as a result of this Transfer Request Process, will be filled via subsequent postings and transfer requests until no further bids are made.
- If there are no bids for a posted vacancy, the position will be filled by IPS from on-call drivers for driving work and from attendants for bus attending work. If none is available or qualified, IPS will fill the vacancy from any source.

## Exhibit C

### INDIANAPOLIS PUBLIC SCHOOLS

### TRANSPORTATION DEPARTMENT

#### PROCEDURE FOR ASSIGNMENT OF EXTRA WORK (INCLUDING EMERGENCY FIELD TRIPS)

- Each base will post a sign-up sheet on Friday for each workday, including Saturday and Sunday, for the following week. Employees may sign up at any time before the list is pulled. This list will be pulled at 6:00 p.m. each day, Monday through Friday, for work assignments for the following work day.
- Extra work, including emergency field trips, will be assigned at each base by seniority rotation provided that such assignment does not result in hours worked by any employee in any week in excess of forty (40) hours.
- If extra work cannot be offered to an employee because the employee is running a regular route, or a regular scheduled field trip, or other special assignment, he/she will be offered extra work for his/her seniority rotation missed, provided such assignment does not result in the employee's working more than forty (40) hours in any week.

**Side Letter**

IPS will agree with the Union within the first two months of 2003 to meet and discuss issues regarding Exhibits B and C of the Collective Bargaining Agreement. The Union and IPS shall attempt to agree upon any change in current procedure. But, failing such agreement, IPS (Superintendent or designee) shall have the sole discretion to implement a procedure.