CONTRACT

between the

BOARD OF SCHOOL TRUSTEES

of the

LAFAYETTE SCHOOL CORPORATION

and the

LOCAL 2601, AMERICAN

FEDERATION OF STATE, COUNTY,

AND MUNICIPAL EMPLOYEES

September 1, 2021 - August 31, 2023

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ARTICLE I. UNION RECOGNITION AND SECURITY

On January 12, 1976, the Lafayette School Corporation did recognize Local 2601, American Federation of State, County, and Municipal Employees, as the representative for its members and all other employees in the following assignments:

- 1. Custodians
- 2. Groundskeepers
- 3. Maintenance Employees

Local 2601 shall represent personnel listed above in matters related to wages, hours of employment; wage related fringe benefits, grievances, and personnel policies and practices.

The recognition provided for in this article shall not abrogate the right of individual non-certified employees to present views to the employer. Finally, in connection with such recognition, neither the Union, the School Corporation, nor any member of the bargaining unit shall discriminate against any member of the School Corporation staff, regardless of the employee's membership or non-membership in any employee organization.

ARTICLE II. BOARD RIGHTS

The Board construes and the Union recognizes that the Board has the responsibility and authority to manage and direct all the operations of the school district to the full extent provided by the laws of the State of Indiana.

ARTICLE III. UNION DUES CHECKOFF

Any employee who is a member of the Union or who has applied for membership may deliver to the employer a form authorizing deductions of Union dues. The form furnished by the Union shall be approved by the employer, shall be in writing, and signed by the employee. Pursuant to such authorization, the employer shall deduct from the earnings of each such employee an amount as specified by the Union representing his regular Union dues for the preceding two-(2)-week period until such authorization has been revoked. Such deductions shall be withheld from pay checks as soon as feasible after the written authorization has been received by payroll and shall be remitted to the designated Union official at the end of each month. In the event an employee wishes to stop his/her dues deduction, the employee must give written notice to the business office and to the Union thirty (30) calendar days prior to the date such cancellation is to take place. The employer shall not be liable to the Union for failure to make deductions for dues or for the employee's failure to notify the Union of the cancellation of his/her dues deduction. In the event of any overcharge already remitted to the Union, it shall be the responsibility of the Union to adjust the matter with the employee overcharged. In the event of an undercharge, the employer shall make a correction during the succeeding pay period or periods. The Union shall indemnify and

hold harmless the Corporation against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Corporation for the purpose of complying with any of the provisions of this Section, or reliance on any list, notice, or assignment furnished under any such provisions.

ARTICLE IV. HOURS OF WORK

SECTION 1. Definition.

A full-time employee is one whose job assignment consists of forty (40) hours per week year round.

SECTION 2. Regular Hours.

With the exception of personnel employed for the primary purpose of internal building security, each full-time employee shall work eight hours a day, excluding the employee's lunch period which shall be thirty (30) minutes in length.

SECTION 3. Work Week.

With the exception of employees employed for the primary purpose of internal building security and part-time employees, the normal work week shall be defined as forty (40) hours of work performed between the hours beginning 12:01 A.M. Sunday to 12:00 P.M. the following Saturday.

SECTION 4. Work Shifts.

For a full-time employee, eight (8) hours of work, excluding the employee's lunch period, shall constitute a regular work shift. For part-time employees and employees employed for the primary purpose of internal building security, the length of a work shift may vary. Work shifts shall begin between the following times:

First Shift ---- 6:00 A.M. to 9:59 A.M. Second Shift ---- 10:00 A.M. to 1:59 P.M. Third Shift ---- 2:00 P.M. to 10:59 P.M. Fourth Shift ---- 11:00 P.M. to 5:59 A.M.

Every effort shall be made to schedule each employee to a work shift. Part-time employees and employees employed for the primary purpose of internal building security may be assigned other starting times. The employer may assign a different starting time for an employee should such a starting time create an undue hardship on the employee. In such cases, a written request must be made to the Business Manager or his designee requesting an exception to the starting time of a work shift.

SECTION 5. Posting Work Schedules.

Work schedules showing the employees' shifts, work days, hours and duties will be posted in each school building.

ARTICLE V. WORK BREAKS

Each employee shall be entitled to one fifteen (15) minute work break for each four hours worked. Whenever feasible, each work break shall be scheduled at or near the middle of each four hours worked.

Whenever feasible, employees who work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute work break before they start to work on the next shift. In addition, they shall be granted the regular rest periods that occur during their shift.

ARTICLE VI. CLEAN UP TIME

Employees will be granted a five (5) minute personal clean up period prior to the end of each work shift.

ARTICLE VII. HOLIDAYS

SECTION 1. Paid Holidays

Days recognized as paid holidays shall be as follows:

| New Years Day | 2 | days |
|--------------------------------|---|------|
| *Martin Luther King's Birthday | 1 | day |
| Memorial Day | 1 | day |
| Independence Day | 1 | day |
| Labor Day | 1 | day |
| *Veterans Day | 1 | day |
| Thanksgiving Day | 1 | day |
| Day after Thanksgiving | 1 | day |
| Christmas Day | 3 | days |
| Personal Holiday | 1 | day |

The exact dates for such holidays shall be established by the Superintendent of the school corporation or his designee. Paid holidays which do not fall on regular work days for personnel employed to perform internal building security at the high school shall be assigned by the Supervisor of Custodians or his designee, on the work day preceding the holiday or the first work day following the holiday.

The personal holiday listed above may be used at the discretion of the employee provided that the timing of such leave does not create an undue hardship on the corporation. Such personal holiday does not accumulate and must be used within the

calendar year. The personal holiday will not accumulate to any other leave allowed by existing contract. The personal holiday requested must be received by the immediate supervisor at least 48 hours prior to the day requested. Should an employee need to be called to work on the day the personal holiday is requested, the corporation will pay regular hours worked and the personal holiday may be rescheduled.

*In the event school is held on Veterans Day and/or Martin Luther King's Birthday such days shall not be considered holidays. When school is held on Veterans Day and/or Martin Luther King's Birthday each eligible employee shall work on said day and shall receive a day (1) of vacation to be used on some other date.

SECTION 2. Eligibility Requirements.

Employees shall be eligible to be paid for a holiday if the following conditions are met:

- (a) The employee worked his last scheduled work day prior to the holiday and the next scheduled work day after the holiday. Exception to the requirement to work prior to and immediately following a holiday may be granted by the employer on a case by case basis.
- (b) If a holiday is observed during an employee's vacation, the employee shall be credited with one day of vacation.
- (c) Part-time personnel who are not covered under Section 2(a) and who are not scheduled to work on a holiday will receive no pay.

SECTION 3. Holiday Pay.

Eligible employees who perform no work on a holiday shall be paid their regular hourly rate, not to exceed eight (8) hours.

Eligible employees whose regular work day differs from the standard eight (8) hour day shall be paid their current hourly rate of pay times the number of hours in their regular work day.

SECTION 4. Pay for Holidays Worked.

If an employee works on any of the holidays listed above, he will be paid one and one-half (1 $\frac{1}{2}$) times his regular rate times all hours worked in addition to his holiday pay.

SECTION 5. Holiday Hours for Overtime Purpose.

For the purpose of computing overtime—all hours over forty (40) in one work week, the holiday worked or not worked shall count as eight (8) hours. However, should ten (10) hours be worked they shall be counted as ten (10) hours toward the total work week.

ARTICLE VIII. QUALIFICATIONS AND SENIORITY

SECTION 1. Definitions and General Provisions.

Qualifications shall be defined to include but shall not be limited to:

- 1. The ability to perform the skills required of the position.
- 2. The employee's work record with the Lafayette School Corporation. Factors considered to be a part of an employee's work record shall include but shall not be limited to absenteeism, evaluations, reliability, cleanliness, and congeniality.
- 3. Demonstrated initiative.
- 4. The ability to handle the responsibilities of the job.

Seniority shall mean an employee's length of continuous service with the employer since his last date of hire. New employees hired to fill permanent job openings shall be added to the Seniority List after the successful completion of a ninety (90) calendar day probationary period with no extension. New employees hired to fill permanent job openings through a contracted service shall be added to the Seniority List after successful completion of the contracted service probationary period. Any employee transferring to a different permanent position shall also assume the obligation of successfully completing a forty-five (45) calendar day probationary period. New employees may participate in all wage and wage related fringe benefits as soon as possible. Permanent employees will not lose fringe benefits as the result of a transfer to a new job. Unless specifically approved in writing by the Business Manager, all other benefits provided for in this contract, such as leaves and paid holidays with the exception of Thanksgiving Day(1), Christmas Day(1), and New Year's Day(1), shall not be available for the new employee until he/she has successfully completed his/her probationary period.

SECTION 2. Seniority Lists.

Every six (6) months the Custodial Supervisor shall send to the head custodian in each building a Seniority List showing the length of service of each employee. The head custodian in each building or his designee shall post this list on the bulletin board in the employees' work area. One copy of the Seniority List shall be given to the President of the Union.

SECTION 3. Breaks in Continuous Service.

An employee's length of service shall be broken by voluntary resignation, discharge for just cause, and retirement.

SECTION 4. Job Openings.

Definition: A job opening shall be defined to occur when (1) the employer deems that a newly created permanent job needs to be filled, or (2) when a permanent job which has been filled previously becomes vacant due to the transfer, demotion, promotion, or termination of an employee and the employer decides it is necessary to fill the vacancy thus created. A job opening may be filled by a demotion.

The term promotion as used in this provision shall mean the advancement of an employee to a higher paying position or the reassignment of an employee to a position the employee considers to be in his/her best interest regardless of the rate of pay. The employee shall be promoted based upon qualifications and seniority.

SECTION 5. Job Posting and Bidding Procedure.

Whenever a job opening occurs notices of such opening shall be sent to each building principal or his designee and to the head custodian in all buildings. Both people receiving the notice in a building are to be certain that one (1) notice of each particular opening is posted in the employees' work area of that building. The administration will post all positions on the corporation web-site as well. This posting shall occur for five (5) working days.

During the period the job is posted, employees who wish to bid for the open position or job may do so. The bid shall be in writing on a form furnished by the Lafayette School Corporation, and shall be submitted to the Supervisor of Custodians. When the Supervisor of Custodians is not available, the bid shall be given to the Business Manager. An employee must work at least six (6) months in each position the employee fills before he/she may bid on another job opening in the same or lower job classification. The requirement to be employed at least six (6) months in a position before the employee is eligible to bid on another job opening in the same or lower job classification may be waived by the Business Manager or his designee.

At any time after the successful completion of the employee's initial probationary period, the employee may bid on a position which would mean an advancement for the employee to a higher paying position.

When a part-time employee bids on a position, his/her seniority shall be prorated on the basis of the number of hours the employee works. For example, a part-time employee who had worked for the corporation two (2) years and who worked twenty (20) hours a week would be considered to have one year of seniority.

An employee who bids on a position and who has been interviewed for the same or a similar position within the same building, within the twelve (12) month period preceding the posting of the position, need not be interviewed for that position. All qualified employees who bid on a position in conformity with this Section will be interviewed for that position, provided that the employee has not been absent from work for reasons

other than approved vacation (excluding personal days and funeral leave for members of the immediate family) more than six (6) days in the six (6) month period immediately preceding the posting of the position. In the twelve (12) month period immediately preceding the posting of the position, the employee must not have failed to appear on time for a scheduled job interview. It will be the responsibility of the building administrator or his designee to evaluate the qualifications of each employee interviewed. These conditions may be waived by the Business Manager or his designee.

A job will not be filled permanently until after interviews are conducted.

Unsuccessful bidders shall be notified in writing within ten (10) days of the date a decision has been made. An employee who submits a bid on a job and is not given the position shall be given an explanation as to why he/she was not offered the position.

SECTION 6. Temporarily Filling New or Vacant Jobs.

In the event it is necessary to temporarily fill a new or vacant job, the Business Manager or his designee, may initially fill the job on the basis of a temporary transfer using available utility employees. If the wage for the position is higher than the normal wage of the employee filling the position on a temporary basis, after working at the position five working days the temporary employee shall be paid at the higher wage beginning with the second pay after he/she started on the job and ending when work at that position terminates. Every effort should be made to fill a job opening with a permanent employee within sixty (60) days. If after posting a position a temporary worker is hired for the position, once the obligation has been met with the temporary employment agency or sixty (60) days have passed, whichever is more applicable, the temporary worker will be offered regular employment or the job will be re-posted within the bargaining unit. Such language shall not be construed to mean the employer is in any way obligated to fill any position nor shall this section be subject to grievance beyond Step Two of the Grievance Procedure.

SECTION 7. Demotion.

The term demotion, as used in this provision, shall mean the reassignment of an employee not requested by the employee from a position in one job classification to a lower paying position in the same job classification or in another job classification. A demotion may be offered an employee who is no longer able to perform (because of mental or physical problems) at the level required for a particular job.

SECTION 8. Lay Off.

In the event it becomes necessary to lay off permanent employees for any reason, employees shall be laid off in the inverse order of their seniority, provided that the employee retained is qualified to do the work available. It is understood that the benefits of this section as well as Section 9 are benefits to which only permanent

employees are entitled. No member of the bargaining unit will be laid off during the terms of this agreement from September 1, 2021 through August 31, 2022.

Grievances related to whether one is qualified to do the work available shall not be processed beyond Step Two of the Grievance Procedure.

SECTION 9. Recall

When job openings occur they shall be filled by recalling employees on a laid off job status in the inverse order of their lay off provided they are qualified to perform the work available. When a laid off employee is recalled he/she shall return to work within ten (10) working days following receipt of recall notice. No new employees shall be hired until all employees who are qualified to perform the available work have been recalled. The employer will not be obligated to recall an employee who has been laid off after a period of time equal to the time the employee was actually employed in the school corporation or two (2) years, whichever is the lesser.

ARTICLE IX. LEAVES OF ABSENCE

Definitions:

Retired Employee shall be considered to mean any employee who is receiving retirement and/or disability benefits from Social Security and/or Public Employees Retirement Fund.

Immediate Family is spouse, children, parents, parental in-laws, brothers, brothers-in-law, sisters, sisters-in-law, grandparents, or grandchildren. Such term shall also include any individual who in fact reared the employee as the parent during a substantial number of such employee's childhood years.

Family Illness shall mean a serious illness or accident involving a member of the employee's family.

Full-Time Employee shall mean any employee who upon accepting employment is normally expected to work not less than forty (40) hours a week, fifty-two (52) weeks a year, except for the leaves to which the employee is entitled under this provision, Article IX, Leaves of Absence.

SECTION 1. Sick Leave.

Employees hired after August 31, 1999 are entitled to eight (8) days of paid sick leave the first year, ten (10) days the second year, and twelve (12) days the third year and thereafter. All other full-time non-certified personnel are entitled to twelve (12) days of paid sick leave (or quarantine) each calendar year. Seven (7) of these sick days may be used for family illness. If any employee shall not have used their allotted sick days in

any one year, the unused days shall be accumulated for personal sick leave only to a maximum of 250 days.

Beginning January 1, 2014, in the event an employee reaches the maximum of 250 sick leave days, the additional 12 days added for the next year will be added to the sick leave accumulation. At the end of that calendar year, the number of sick leave days above 250, capped at 262, will be compensated at \$25 per day in the month of January the subsequent calendar year.

Part-time personnel shall earn sick leave days prorated to the number of hours worked. For example, a part-time employee who works twenty hours a week shall be entitled to five (5) days of paid sick leave (or quarantine) each calendar year.

In the event that an employee is injured on the job, the employee may use sick leave to cover the employee's absence but may not receive compensation from the employer and workman's compensation of sick leave and collect workman's compensation for the same period. In the event the employee opts to waive use of sick leave and collect workman's compensation, the days paid by workman's compensation shall not be charged as sick days nor paid as such. In the circumstance where an employee is injured on the job and uses his/her sick leave, he/she shall be paid for such leave but shall remit to the School Corporation any money collected from workman's compensation benefits. For each day of absence, which the employee remits workman's compensation benefits, the employee will be credited with two-thirds of a sick leave day upon his return to work.

SECTION 2. Funeral Leave for Members of the Immediate Family.

Full-time and part-time non-certified personnel are entitled to leave without loss of pay for up to five (5) consecutive work days within seven (7) calendar days per fiscal year (not accumulative) for death of members of the employee's immediate family. In computing this absence, the work day immediately following the death shall be counted as the first day. Such leave must be approved by the employee's immediate supervisor and any variation or extension of such leave must be approved by the Superintendent or the Superintendent's designee. It is understood the benefit provided in this section is intended to apply per occurrence.

SECTION 3. Other Funeral Leave.

Leave for attending the funeral of friends or other relatives may be granted. Such leave shall be paid and shall not be in excess of one full day and must be approved, in advance, by the employee's immediate supervisor.

SECTION 4. Personal Leave.

Each non-certified employee who works at least thirty hours per week year around shall be granted three (3) days of personal leave per full calendar year accumulative to sick leave. Personal leave days not used during the calendar year shall accumulate to a total of five (5) days. Additional unused personal leave days shall accumulate to sick leave. Such leave shall be used for matters which cannot reasonably be scheduled outside of normal work hours. A written application for personal leave must be submitted two (2) working days in advance. In the event of an emergency, the employee may contact the director (preferably in a live conversation on the phone or face to face) requesting an emergency personal day and a determination will be made by the director at that time. If an emergency personal day is granted, a written application will be submitted upon return to work. A limit of one day may be utilized in this manner. Personal leave shall not be used to extend paid holidays or vacation.

SECTION 5. Unpaid Leave.

Leaves of absence for a limited period (not to exceed six (6) months) may be granted for any reasonable purpose, and such leaves may be extended or renewed for a reasonable period. Reasonable purpose in each case shall be mutually agreed upon by the Union and the employer. The employee taking such leave shall not be paid wages nor receive any benefits provided for in this agreement unless specifically approved by the Business Manager.

SECTION 6. Pregnancy Leave.

Pregnancy leave shall be granted in accordance with the following rules and requirements:

- 1. The employee shall consult with her physician and determine the date when the maternity absence will begin as well as the anticipated date that she will resume her duties.
- 2. The employee shall give written notice of the beginning and ending dates of such leave as soon as possible. If unforeseen complications arise which in the judgment of the physician necessitate a change in the dates submitted, the employer shall accept the revised dates. However, in no case shall the period of leave exceed one (1) year.
- 3. A physician's statement certifying the employee's fitness to resume her duties may be requested at the time the employee resumes her duties.
- 4. Accumulated sick leave may be used during any part of the maternity absence.

SECTION 7. Absence for Court Duty.

If an employee is called for jury duty for a full day or half day, the employee will receive his/her regular salary for a full day or half day minus the amount he/she receives as a juror. The employee should report his/her contemplated absence. Receipts for pay received as a juror should be presented to the Payroll Office for salary adjustment purposes.

SECTION 8 Military Leave

If an employee is called for reserve military duty during regular scheduled working hours, the employee will receive his/her regular salary minus the amount he/she receives while on reserve duty. Employees returning from reserve duty shall be reinstated to their position as per all relevant state and federal statutes. The employee should report his/her contemplated absence. Receipts for pay received as a reservist should be presented to the Payroll Office for salary adjustment purposes.

SECTION 9. Training Leave.

Leaves of absence with pay may be granted by the employer to attend training sponsored by, provided through, or specifically required by the Lafayette School Corporation. This leave shall be granted at the sole discretion of the employer.

SECTION 10. AFSCME Local 2601 Leave

Local 2601 shall be granted five (5) days each calendar year to conduct union business and functions. The President of Local 2601 shall request such leave from the Superintendent or his designee at least one (1) week in advance and shall identify the individual(s) designated to use such leave. This leave shall be taken in two hour increments or whole or half day increments.

ARTICLE X. VACATIONS

SECTION 1. Paid vacations for employees with less than five (5) years of service.

Paid vacations are granted only to employees who are employed to work at least thirty (30) hours a week, twelve months a year. For those employees who are projected to work 30 hours per week for at least one full calendar year by January 1st, ten (10) six-hour vacation days will be granted. For those employees who are projected to work forty (40) hours per week for at least one (1) full calendar year by January 1st, ten (10) eight-hour vacation days will be granted. A prorated amount shall be granted those having been employed in any combination of thirty- and forty-hour weeks and for employees who are projected to work thirty (30) hours per week for less than one (1) full year. The following schedule will be used for new employees who will work less than one (1) full year prior to January 1st:

| Employed: | Less than 3 months | None |
|-----------|--------------------|----------------|
| | 3 months | 1 working days |
| | 4 months | 2 working days |
| | 5 months | 3 working days |
| | 6 months | 4 working days |
| | 7 months | 5 working days |
| | 8 months | 6 working days |
| | 9 months | 7 working days |
| | 10 months | 8 working days |
| | 11 months | 9 working days |

The length of the working day for vacation will be based on the employee's actual length of working day. If an employee resigns, retires, or is terminated for any reason after using said vacation days before projected length of employment, then said unearned vacation pay will be deducted from the employee's last paycheck.

SECTION 2. Paid vacations for employees with more than five (5) years of service.

Any employee having been employed in a position covered within the bargaining unit of this contract at least five (5) years shall be entitled to fifteen (15) working days.

SECTION 2A. Paid vacation for employees with more than twelve (12) years of service.

Any employee having been employed in a position covered within the bargaining unit of this contract at least twelve (12) years shall be entitled to twenty (20) working days of paid vacation.

Any employee having been employed in a position covered within the bargaining unit of this contract at least twenty-seven (27) years shall be entitled to three (3) additional vacation days.

SECTION 3. Vacation requests.

Requests for vacation must be approved by the immediate supervisor and by the building administrator. Vacations may be taken at any time during the calendar year from January 1 to December 31 provided that the dates for each employee's vacation are approved by the immediate supervisor and the building administrator. It is understood, however, that custodians may not use their vacation during the one-week period immediately prior to the start of a school year. Bus mechanics may not use vacation during the one-week period prior to the annual State bus inspection. The following guidelines will be followed:

1. The request must be received by the immediate supervisor at least forty-eight (48) hours prior to the vacation day(s) requested.

- 2. A qualified substitute must be available in each building for custodians when school is in session.
- Only one custodian per classification per building may be on vacation when school is in session. Only one employee per classification may be on vacation for non-custodial positions understanding that the Lafayette School Corporation will try to accommodate vacation requests whenever possible.
- 4. Only employees who are scheduled to work fifty-two (52) weeks per year are eligible for vacation.

A grievance concerning the denial of a request for vacation on a day or days that school is in session shall not be processed beyond Step 2 of the grievance procedure.

It is understood that vacation is administered on a calendar year basis, which coincides with the terms of the contract.

SECTION 4. Vacation Pay.

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect during the employee's vacation period.

SECTION 5. Computation of vacation entitlement for a full-time employee who has had previous experience in the in a position covered within the bargaining unit of this contract as a part-time employee.

A full-time employee who has worked in the in a position covered within the bargaining unit of this contract as a part-time employee shall receive a prorated credit for his/her service as a part-time employee. For example, an employee who worked twenty hours a week for four years as a part-time employee shall receive two years' credit when computing the employee's vacation benefit. Thus, if the same employee as described above would have worked full-time for three years after his part-time employment, he/she would be considered to have five years of employment credit to apply to the vacation benefit set out in this article.

Conditions 1 and 3 of this section dealing with vacation requests may be waived by the Business Manager or the Business Manager's designee.

SECTION 6. Unused vacation days.

Unused vacation days may be carried over and used until July 4 of the following year. After July 4, any day unused shall accumulate to sick leave.

SECTION 7. Prorated vacation days.

Bargaining Unit members who work part-time shall receive a prorated amount of vacation.

ARTICLE XI. WAGES.

SECTION 1. Job Titles and Starting Hourly Wages

See attached Appendix I, Appendix II, and Appendix III.

SECTION 2. Pay periods.

A written accounting of unused sick and vacation time is available to each employee electronically through the Absence Management System.

The salaries and wages of employees shall be paid The salaries and wages of employees shall be paid on the 7th and 22nd of each month. In the event the 7th and 22nd fall on a holiday or a Saturday, Sunday or non-banking day, the preceding banking day will be the pay date. Employees will have their paychecks directly deposited.

SECTION 3. Shift differentials.

In addition to the established wage rates the employer shall pay an hourly premium of twenty (.20) cents to employees for all hours worked on the third and fourth shifts. Employees shall not lose their shift premium while working first or second shift during the time school is not in regular session.

SECTION 4. Attendance incentive

Leave day as used in this section shall refer to personal illness, family illness or any other day permitted as a leave day. It is understood that personal days, court duty, military leave, immediate family funeral leave, service as a member of a firing squad or military escort at a military funeral, and days taken as the result of an injury on the job shall not count as a day of use for the purpose of calculating the benefit described below:

As an attempt to reward employees for good attendance, the following incentives are offered:

For each quarterly period: January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through Dec. 31 of this agreement the employer agrees to pay: \$125 for no leave days used during each period. It is understood that docked days shall not be used to reward employees for good attendance. Unpaid leave time/day(s) shall count as time/day(s) of use for calculating this benefit.

SECTION 5. Wage Increase.

See attached Appendix I, Appendix II, and Appendix III.

ARTICLE XII. CALL TIME PAY

Employees called in to perform emergency or special work including snow and ice removal at a time other than their regularly scheduled time shall be guaranteed two (2) hours pay at the applicable rate as long as the employee reports to the job site within 30 minutes of being called. The employee's time will start when he leaves home. Any employee who leaves home voluntarily shall be paid only for the time actually worked. It shall be the responsibility of each employee to keep his immediate supervisor, the Supervisor of Custodians, and the Director of Facilities Management informed of the employee's current telephone number.

At the discretion of the building administrator, first shift employees responsible for snow removal shall report to work early for the purpose of snow removal and will receive overtime pay to remove ice or snow from entrances, doors, porches, steps, and sidewalks, etc., normally used by students. This pay shall be at the applicable rate for the actual time worked which may be more or less than two (2) hours.

ARTICLE XIII. OVERTIME

SECTION 1. Definition of overtime.

Overtime is defined as all time spent working in excess of forty (40) hours in one work week. For the purpose of computing overtime, sick days or sick hours shall not be counted as part of the forty (40) hours in one work week.

SECTION 2. Rate of pay.

When an employee works overtime, the employee shall be paid at a rate of one and one-half (1.5) times the employee's regular hourly rate of pay for the period of overtime worked. Over-time must be approved by the employee's supervisor.

The calculation of overtime for employees who have used sick leave in a work week is as follows:

The rate of pay is the employee's regular hourly rate until forty (40) hours of actual work time is completed. Once 40 hours of actual work time is completed, the overtime rate will be one and one-half (1.5) times the employee's regular hourly rate. Other approved leave (ie., vacation, personal, holidays, etc.) are excluded from this provision.

SECTION 3. Distribution of overtime.

Overtime work shall be distributed in accordance with Section 4 to employees working within the same building with the same job classification with the exception of buildings with part-time employees. Overtime in these buildings will be distributed in accordance with Section 4 among the employees unless there are emergencies or unusual circumstances arise.

Work schedules will not be altered to avoid overtime.

SECTION 4. General provisions relating to the distribution of overtime.

It will be the responsibility of each employee to communicate to their immediate supervisor their desire to work overtime. It shall be the responsibility of each employee to keep his immediate departmental supervisor, the head custodian, the Supervisor of Custodians, and the building administrator informed of the employee's current telephone number. All overtime other than an emergency must be approved by the appropriate supervisor(s). When an opportunity to work overtime arises and when reasonably possible, the overtime including dates and hours will be posted or employees will be verbally notified by the head custodian or appropriate supervisor. It is understood that the overtime will be administered on a rotating basis provided that the employee is qualified to do the work required. It will be the responsibility of the supervisors of each department to ensure that overtime is being administered on a rotating basis. This procedure shall be followed until the required employees have been selected for the overtime work.

ARTICLE XIV. GRIEVANCE PROCEDURE

SECTION 1. Definitions.

- 1. A "grievance" is an alleged violation or claimed misinterpretation of a specific article or section of this agreement.
- 2. The terms "employee" and "grievant" shall include any individual or group of individuals in the bargaining unit.
- 3. The term "day" when used in this Article shall mean a regularly scheduled work day for the aggrieved.
- 4. The use of the masculine gender in this article is done only for administrative convenience and it is understood that masculine terms refer to both female and male genders.

SECTION 2. Grievant and Representation.

An individual employee, or group of employees, may present a grievance and may do so through the exclusive representative. A designee of the exclusive representative may thus be given an opportunity to be present at all stages of the grievance machinery.

SECTION 3. Procedure. Step One.

A grievance may be initiated in the following manner:

- 1. A custodial employee shall approach his building principal or Supervisor of Custodians and discuss the matter in his own behalf. A maintenance employee shall approach the Supervisor of Maintenance and discuss the matter in his own behalf. The employee must make certain that the building principal or supervisor understands that the employee is stating a verbal grievance. The employee may request that a representative of the Union be present when such a verbal complaint is made. The supervisor may request a party of his choosing be present when such a verbal complaint is made.
- 2. A grievance must be presented to either the building principal, the Supervisor of Custodians, or Supervisor of Maintenance within seven (7) days of when the alleged grievance occurred.
- 3. The building principal or supervisor approached shall hear and answer the grievant within three (3) working days of when he was first notified by the employee that the employee was filing a verbal grievance. A verbal grievance may not be filed with more than one supervisor. For example, an employee may not file a grievance with the Supervisor of Custodians and after hearing his reply submit a verbal grievance to the building principal.

SECTION 3. Procedure Step Two.

- 1. If the grievance is not resolved in Step One, the employee may, within five (5) days of receipt of the building principal or supervisor's answer, appeal to the school corporation Superintendent or his designee by filing the originals of the grievance forms and the building principal or supervisor's answer, along with a written response of the grievant, if desired, with the school corporation Superintendent or his designee, who shall receipt for the documents filed. Any such response by the grievant shall be attached to the grievance.
- 2. The Superintendent or his designee shall conduct a Step Two hearing within five (5) working days of the receipt of such notice that the grievant desires a Step Two hearing. A Union representative may accompany the grievant. The Superintendent or his designee shall give the employee an answer in writing no

later than five (5) working days after the date of the Step Two hearing. Such answer shall be attached to the grievance.

SECTION 3. Procedure Step Three.

Within ten (10) days after receipt of the decision in Step Two, the Union or Corporation, upon written notice to the other, may submit any grievance other than one which deals with either discipline or dismissal to arbitration under and in accordance with the rules of the American Arbitration Association. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

In grievances involving dismissal and discipline, a five (5) member panel shall be appointed in the following manner. Two disinterested union members shall be appointed by the President of Local 2601. The Business Manager shall appoint two (2) disinterested management corporation members. The fifth member shall be chosen as follows: the union shall submit a list of five (5) potential members who will be chosen from corporation administrators and corporation board members. The corporation will narrow the names to two (2) potential members. The union will pick one member from the remaining two. This fifth member of the panel will be the chairman of the panel. The five-member panel will hold a hearing within thirty (30) days of their appointment. Each party may present its respective case using attorneys and witnesses. Upon hearing the evidence, the panel will meet and make a decision by a simple majority. The panel must issue a decision within thirty (30) days of the hearing. The decision of this panel shall be final and binding on both parties.

SECTION 4. Other Provisions Relating to the Grievance Procedure.

- A. All steps of the grievance procedure shall be conducted during the non-regular work hours of the members of the bargaining unit who may be a party in the grievance or who may participate during the hearing of the grievance.
- B. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
- C. Any grievance not advanced from one step to the next within the time limits shall be deemed resolved by the employer's answer at the previous step.
- D. Any grievance which may arise during the effective dates of this agreement shall be processed under the provisions of this agreement.
- E. No employee shall use the grievance procedure to appeal any decision of the corporation or administration if such decision is pursuant to any order of or written agreement with any State or Federal Regulatory Commission or Agency.

- F. An employee may withdraw a grievance at any time by submitting a letter to the school corporation Superintendent or his/her designee indicating that he/she wishes to withdraw the grievance. Such a request by the employee shall relieve the corporation from any obligation related to the grievance, and the grievance shall be considered resolved.
- G. Only one grievance per employee may be filed relative to any one incident.
- H. Not more than a single grievance case arising under this agreement may be arbitrated in a single proceeding before a single arbitrator, unless otherwise mutually agreed to by the parties.
- I. The right to arbitrate shall be limited to the scope of the written grievance as previously submitted by the Union in Step Two of the Grievance Procedure, and the employer's written answer as previously submitted in Step Two.
- J. Each party shall be responsible for the expense of any non- employee witness or witnesses it calls.
- K. The arbitrator shall make such investigation as he deems proper and may examine the witnesses of each party. Each party shall have the right to cross-examine witnesses. When any investigation is conducted by the arbitrator, he shall be accompanied, upon request, by at least one (1) representative of the employer and of the Union.
- L. The decision of the arbitrator shall be final and binding on the Union, its members, the bargaining unit members, the employee or employees involved, and the school corporation.
- M. The fee and expenses of the arbitrator shall be borne equally by the Employer and the Union.

ARTICLE XV. GENERAL PROVISIONS

SECTION 1. Pledge Against Discrimination and Coercion.

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the employer the responsibility for applying this provision of the agreement. All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees. The employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the employer or any employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

SECTION 2. Bulletin Boards.

The employer agrees to furnish and maintain bulletin boards in each work area to be used by the Union. All posted notices must be approved by the employer.

SECTION 3. Use of School Buildings.

The Union shall have the right to use school buildings for meetings at reasonable times after school hours. Fees for such meetings shall be waived except as the employer incurs additional custodial wages because a meeting is conducted at a time and place at which custodians are not normally on duty. The employer shall be given reasonable notice of the use of such buildings.

SECTION 4. Work Rules.

A. Informing Employees.

The employer further agrees to furnish each employee in the bargaining unit with a copy of the 2601 Contract Book within thirty (30) days of the date this agreement becomes effective. Once copies of the Contract Books are available, new employees shall be provided with a copy of the handbook at the time of hire.

SECTION 5. Uniforms and Protective Clothing.

Uniforms shall be furnished for mechanics and for maintenance personnel while maintenance personnel are cleaning a boiler and/or furnace. Painters will be paid \$.10 per hour clothing allowance.

SECTION 6. Personnel Files

Each employee shall be permitted at reasonable times to see all materials in his/her personnel file except that relating to pre-employment information, on request, and shall have the right to duplicate any such materials so examined provided the employee pays for the cost of the copies. The employee's signature on evaluative or disciplinary material contained in his/her personnel file indicates only that the employee has seen the material and does not constitute any agreement as to the validity of the content.

SECTION 7. Definitions

When a definition is given in any other section of this contract, the definition is to apply only to the section where it is defined. Any definitions given under Article XV. General Provisions pertain to the entire Master Contract.

ARTICLE XVI. NO STRIKE CLAUSE.

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

ARTICLE XVII. EFFECT OF AGREEMENT.

A. Entire Agreement.

This contract shall supersede all previous agreements, whether verbal or written, between the School Corporation and the Union, as well as any alleged past practices by the School Corporation and this contract constitutes the entire agreement between the parties.

B. Severance.

If any provision of this agreement or any application of this agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Interim Matters.

The parties acknowledge that the full understanding and agreements arrived at by the parties are set forth in this agreement. The School Corporation and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively further, except as provided in Article XIX, Section 1.

D. Amendments.

Should the parties at any time agree to amend this contract, any amendment or agreement adding to, subtracting from, or supplemental to, this contract shall not be binding upon either party unless it is ratified and executed in writing by each of the parties hereto.

E. Control Bill.

The parties hereto do further agree that in the event the employer becomes subject to Public Law 45, Indiana Acts of 1973, sometimes referred to as the Control Bill, that this agreement would be subject to The Control Bill and to possible action by the Tax Control Board of the State Tax Board altering the financial terms and conditions of this agreement.

ARTICLE XVIII. DISCUSSION COMMITTEE

- A. A discussion committee shall be formed. The committee shall be comprised of such members of the management team that the Board of Trustees of the Lafayette School Corporation deem appropriate; the President of the Union, or its designee; and any union member who may desire to communicate to the board on a matter which has an impact on the entire union membership. The size of each team, union and management, shall be limited to no more than four members.
- B. The purpose of such a committee shall be to meet and confer on items which may develop during the life of the contract which have a serious impact on the majority of the union membership or upon management.
- C. Unless otherwise approved by the Superintendent or his designee, the committee shall meet at a time which does not interfere with the normal work day of the union officers and union members who serve on the committee. Union representatives to the committee shall not receive pay nor shall such representatives accrue other benefits, such as compensatory time, for participating on the committee. Meetings will be held on the second Wednesday, in October, February and June at Hiatt Administration Center unless otherwise agreed upon by both parties. Additional meetings may be held as mutually agreed upon by both parties.
- D. Either the Board of Trustees or the designees of the Board of Trustees, or the President of the Union or the President's designee, may develop an agenda. The agenda shall include the items to be discussed and shall indicate the order in which the items shall be discussed. Only items which have an impact on the majority of the union membership shall be included in the agenda. If an agenda is developed by the union, such an agenda shall be submitted to the Superintendent or his designee. An agenda developed by management shall be submitted to the President of the Union or his designee. Either party may delete items from the agenda. Only those items mutually agreed upon as subjects of discussion shall be discussed at the committee meeting. Once an agenda has been agreed upon, the agenda shall be given to the Superintendent or his designee in order to initiate a meeting in accordance with Paragraph C, Article XVIII Discussion Committee.

ARTICLE XIX. NEGOTIATION PROCEDURES.

SECTION 1. Starting Date for Negotiations.

On or before June 1st, the Board of Lafayette School Corporation and the exclusive representative shall initiate collective bargaining for the purposes of entering into an amended agreement for the forthcoming school year.

SECTION 2. Negotiation Team.

In any negotiations between the Board and the exclusive representative neither party shall interfere with, restrain or coerce the other party in selecting its negotiation representatives. Attendance at meetings will be limited to the members of the respective negotiation teams and their secretaries. It is recognized that no final agreement between the parties may be executed without ratification by the Board and members of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, and/or compromise in the course of negotiations, subject only to such ultimate ratification. All discussion at the negotiation table will be conducted by the chief spokesman. The chief spokesman may defer to another member of the negotiation team.

SECTION 3. Presentation of Proposals.

The understandings and agreements arrived at by the parties during negotiations, if approved through ratification of the contract, shall be set forth in the Master Contract. It is understood that each party shall provide to the other party at the initial bargaining session a complete list of all items they wish to present during negotiations.

SECTION 4. Agenda.

The subject matter to be bargained at each negotiation session will be mutually established by both teams prior to that meeting. The first item on the agenda shall be the selection of a date, time, and place for the next meeting. The final item on the agenda shall be the establishment of the agenda for the next meeting. Items may be added to the agenda by mutual consent.

SECTION 5. Caucus.

At the request of either spokesman, a caucus may be held. A caucus should be limited to thirty (30) minutes. Upon the agreement of both teams' chairpersons, negotiations may be continued between the two spokesmen, using caucus procedures for other team members to help determine any revision of the position the team may take.

SECTION 6. Length of Meeting.

Negotiation sessions may not extend beyond three hours without mutual consent.

SECTION 7. Records.

Records may be kept by the respective teams for their use. Such records shall not serve as the official minutes of the meetings.

SECTION 8. Writing the Agreement.

Any item tentatively agreed to will be reduced in writing and will be signed by both spokesmen indicating tentative agreement. At the close of negotiations, all tentative agreements will be identified, edited for grammar, and then the total agreement will be signed by the duly authorized team. The tentative agreement shall be taken back to the membership of the Union and Board of School trustees for a ratification vote.

SECTION 9. Ratification.

It is recognized that no final agreement between the parties may be executed without ratification by the membership of the Union and the Board. The Union shall obtain approval of the agreement prior to any formal Board vote. The tentative agreement will become binding after a majority vote for ratification is obtained by both parties. Within sixty (60) days after the ratification vote, the contract will be signed by the Chairman of the Negotiating Committee, the President, and Secretary of the Union, and the same representatives of the Board of the Lafayette School Corporation. Neither the membership of the Union nor the Lafayette School Corporation may delete, alter, or in any way change the tentative contract as a condition of acceptance.

SECTION 10. Pledge to Reach Agreement.

Both parties pledge to reach agreement at the earliest possible time.

SECTION 11.

The Local shall have the right and obligation to proofread the master agreement prior to printing.

ARTICLE XX. FRINGE BENEFITS

SECTION 1.

A. Group Term Life Insurance.

The employer will furnish to each employee who works at least thirty (30) hours a week a group life insurance policy of \$50,000 (\$100,000 for accidental death). The exact nature of the benefits to which the employee is entitled will be determined by the carrier, who shall determine also when the benefits will terminate or change in any way. In order to comply with Indiana State Law, \$0.24 annually will be withheld from the employee's wages for his/her share of the premium. The \$0.24 annual employee contribution shall be payroll deducted on the first pay in January and is non-refundable.

B. Mileage.

A member of the bargaining unit who is not provided with a car and who is

authorized to use his/her own automobile in pursuance of assigned school duties shall be reimbursed at the maximum non-taxable rate allowed by the IRS.

C. Hospitalization and Major Medical Insurance. For the plan renewal period beginning January 1,2023:

For Plan A, the Board of School Trustees shall pay an amount equal to the 90% contribution to a single plan under Plan B and an amount equal to the 70% contribution to a family plan under Plan B. Contributions for Plan A single and family are frozen at the Feb. 1, 2013 level.

For Plan B, the Board of School Trustees shall pay 90% towards the cost of a single plan and 70% towards the cost of a family plan.

For Plan C, the Board of School Trustees shall pay all but \$1.00 towards the cost of a single plan and will pay an amount equal to the 70% contribution to a family plan under Plan B. The \$1.00 employee single plan contribution shall be payroll deducted on the first pay in January and is non-refundable. In 2022, the board will contribute \$1,500 to a single plan HSA and \$3,000 to a family plan HSA. The board contribution will be deposited quarterly by January 10, April 10, July 10 and October 10 of the plan year.

Annual movement from plan to plan will be permissible as renewal information becomes available with all changes to be reported by the plan participant in writing no later than the close of the business day on November 15 prior to the January 1 renewal date.

For the following insurance start dates, the HSA contributions will be pro-rated as follows:

Jan. 1-April 1 100%

April 2-July 1 75%

July 2-October 1 50%

October 2-Dec. 31 25%

D. Long Term Disability (LTD)

The Board agrees to pay all but \$0.24 annually towards the payment of premiums for long term disability insurance for those bargaining unit employees who elect to enroll in the LTD program. The \$0.24 shall be deducted from the first pay in January of each year and is non-refundable. The Board will provide regular payroll deductions for the employee's share of the cost of the premium for

school employees who so authorize. The Corporation will select the carrier of the LTD insurance and determine the specifications of the insurance coverage.

E. Employee Assistance Program.

The corporation agrees to provide an Employee Assistance Program.

F. Early Retirement.

The purpose of the early retirement plan is to provide a bridge of benefits until a qualifying employee is eligible for social security benefits and/or Medicare coverage. To qualify for benefits, the employee must be of age for early retirement by PERF qualifications and must be credited with at least fifteen (15) years of service with the Lafayette School Corporation. The eligible employee will receive a lump sum severance benefit of \$3,000

G. Retirement.

At retirement, all unused sick leave will be paid to the employee at the rate of twenty-five dollars (\$25.00) per unused day. In case of the employee's death, the money earned from unused sick leave will be paid to the employee's beneficiary, as listed on the employee's group life insurance policy.

At retirement, any employee in the bargaining unit who has been employed by the Lafayette School Corporation (LSC) for fifteen (15) years shall be entitled to a minimum Retirement Severance Pay of \$1,000. At retirement, any employee in the bargaining unit who has been employed by the LSC for twenty (20) years shall be entitled to a minimum of \$1,250. At retirement, any employee in the bargaining unit who has been employed by the LSC for twenty-five (25) years shall be entitled to a minimum of \$1,750. At retirement any employee in the bargaining unit who has been employed for thirty (30) years shall be entitled to a minimum of \$2,250.

With at least two calendar years of advance notice of retirement, any employee in the bargaining unit shall receive their retirement severance pay in installments over the pay periods remaining before retirement.

At retirement, the employee shall receive \$175.00 per year for each full year of service in the Lafayette School Corporation. This shall be viewed to be an additional amount of retirement severance pay.

H. Public Employees Retirement Fund

PERF is a retirement program, which covers all employees who meet the eligibility requirements as determined by the Public Employees Retirement Fund and by Lafayette School Corporation.

I. Severance.

Employees who have been employed by Lafayette School Corporation at least five (5) full consecutive years will receive a severance payment for all unused

sick days at the rate of twenty-five dollars (\$25.00) per unused sick day after resignation from their position. No benefit will be paid to employees who are terminated, with cause, by Lafayette School Corporation.

J. Group Vision Insurance

The Board will provide a group vision insurance plan to all insurance eligible 2601 employees. The board will contribute \$8.75 per month toward the cost of the single plan. The board will contribute \$15.26 per month toward the cost of the family plan. A copy of plan coverages will be provided to all eligible employees.

K. Group Dental Insurance

The Board will provide a dental plan to all insurance eligible 2601 employees. The board will contribute \$34.92 per month toward the cost of the single premium. The board will contribute \$42.30 per month toward the cost of a family premium. A copy of plan coverages will be provided to all eligible employees.

ARTICLE XXI. TERM OF AGREEMENT

This agreement becomes effective upon ratification of both parties, and shall remain in effect until August 31, 2023 with the exception of insurance and other language which will be reopened for negotiations not prior to June 1, 2022 for the 2022-2023 collective bargaining agreement. Negotiations shall begin prior to Aug. 1, 2023 to negotiate a successor agreement. The scope of the negotiations for all successor agreements shall be limited to Article XI Wages—and Appendices I, II, and III, and Article XX Fringe Benefits as well as one additional article per year open for discussion. This agreement shall not restrict either party from negotiating language which covers subjects not included in this master contract which may be made bargainable by state law. It is further understood that in the event a state law is enacted which governs collective bargaining for classified personnel covered by this agreement that this agreement shall expire one (1) day prior to the enactment of such a law.

ARTICLE XXII. Discrimination

The provisions of this agreement shall be applied without regard to marital status, sex, race, creed, age, religion, handicap, political affiliation, residence, or national origin as provided by applicable federal and state laws. The parties expressly understand that this article, Article XXII, may be grieved, but in no case shall such grievance proceed beyond Step Two of the grievance procedure.

APPENDIX I CUSTODIAL JOB TITLES AND STARTING HOURLY WAGES

| A. Job Title (Classification) | Starting Hourly Wage | |
|---------------------------------------|-------------------------|---------|
| | 2021-22 | 2022-23 |
| Seasonal Employee (600 hours Maximum) | \$12.00 | \$12.75 |
| Staff Custodian | \$14.99 | \$15.74 |
| Utility Custodian | \$15.38 | \$16.13 |
| Elementary Head Custodian | \$16.56 | \$17.31 |
| Oakland High School Head Custodian | \$16.56 | \$17.31 |
| Jeff High School Night Lead Person | \$16.56 | \$17.31 |
| Sunnyside Head Custodian | \$17.62 | \$18.37 |
| Tecumseh Head Custodian | \$17.62 | \$18.37 |
| Jeff Head Custodian | \$18.64 | \$19.39 |
| Career Academy Head Custodian | \$17.62 | \$18.37 |
| Book Rental Courier | \$17.62 | \$18.37 |
| Warehouse Person | \$17.62 | \$18.37 |
| Courier | \$17.62 | \$18.37 |

Hourly increases for all employees will be negotiated during the normal bargaining cycle.

B. Effective Date of New Rate:

The pay rate increase for returning employees is \$1.00 per hour in the first year of the agreement (2021-2022) and \$0.75 in the second year of the agreement (2022-2023). The 2021-2022 rate shall become effective retroactive to the second payroll in September 2021. The 2022-2023 rate shall become effective with the second payroll in September 2022. Employees who are recommended for a merit increase shall receive a thirty (30) cent hourly increase over their existing rate.

C. PERF Contributions

For the term of this contract the district will pay the 3% mandatory employee contribution to PERF for PERF qualified employees.

APPENDIX II MAINTENANCE JOB TITLES AND STARTING HOURLY WAGES

| A. Job Title (Classification) | Starting | |
|---------------------------------|-------------|---------|
| • | Hourly Wage | • |
| | 2021-22 | 2022-23 |
| Maintenance Person (0-4 years | \$17.90 | \$18.65 |
| outside maintenance experience) | | |

| Bus Mechanic (0-4 years outside bus mechanic experience) | \$17.90 | \$18.65 |
|---|-------------------------------|-------------------------------|
| Senior Maintenance Person (5 or more years outside maintenance experience) | \$20.23 | \$20.98 |
| Senior Bus Mechanic (5 or more Years outside bus mechanic experience) | \$20.93 | \$20.98 |
| Technician Specialized (a person holding a state license, 4 year degree or journeyman card and working in that field of endeavor) | \$24.45 | \$25.10 |
| Technician Engineering Team Leader Maintenance Lead Bus Mechanic | \$24.80 \$22.45 \$22.45 | \$25.55 \$23.20 \$23.20 |

Hourly increases will be negotiated during the normal bargaining cycle.

B. Effective Date of New Rate:

The pay rate increase for returning employees is \$1.00 per hour in the first year of the agreement (2021-2022) and \$0.75 in the second year of the agreement (2022-2023). The 2021-2022 rate shall become effective retroactive to the second payroll in September 2021. The 2022-2023 rate shall become effective with the second payroll in September 2022. Employees who are recommended for a merit increase shall receive a thirty (30) cent hourly increase over their existing rate.

C. PERF Contributions

For the term of this contract the district will pay the 3% mandatory employee contribution to PERF for PERF qualified employees.

APPENDIX III GROUNDS JOB TITLES AND STARTING HOURLY WAGE

| A. | Job Title (Classification) | Starting | |
|----|---------------------------------------|-------------|---------|
| | | Hourly Wage | е |
| | | 2021-22 | 2022-23 |
| | Groundskeeper | \$15.00 | \$15.75 |
| | Equipment Operator | \$17.33 | \$18.08 |
| | Head Groundskeeper (Field Supervisor) | \$18.31 | \$19.06 |
| | Licensed Chemical Applicator | \$19.36 | \$20.11 |
| | Lead Groundskeeper | \$20.05 | \$20.80 |

Hourly increases will be negotiated during the normal bargaining cycle.

B. Effective Date of New Rate

The pay rate increase for returning employees is \$1.00 per hour in the first year of the agreement (2021-2022) and \$0.75 in the second year of the agreement (2022-2023). The 2021-2022 rate shall become effective retroactive to the second payroll in September 2021. The 2022-2023 rate shall become effective with the second payroll in September 2022. Employees who are recommended for a merit increase shall receive a thirty (30) cent hourly increase over their existing rate..

C. PERF Contributions

For the term of this contract the district will the 3% mandatory employee contribution to PERF for PERF qualified employees.

LAFAYETTE SCHOOL CORPORATION LAFAYETTE, INDIANA

APPENDIX IV GRIEVANCE FORM

STEP #2

| Name of Aggrieved | Grievance Number |
|--|--------------------------------|
| Date Verbal Grievance Filed | |
| Date Verbal Grievance Heard | |
| Date Verbal Grievance Answered | |
| Place of Employment (e.g. School) | <u>_</u> |
| Grievant's Job Title | |
| Date and Time of Disputed Incident | |
| Statement of Grievance (List your facts and the nature of your complaint. Tell w | |
| Article and Section of the Contract alleged to have bee | en violated or misinterpreted: |
| | |
| Recommended Solution: | |
| Signature | Date |

| Grievant's Reason for Rejecting Step I Response: | | |
|--|------------------------|--|
| | | |
| | | |
| For the Lafayette School Corporation | n: | |
| Received by | Date and Time Received | |
| Step #2 Action by Superintendent or | his designee | |
| | | |
| | | |
| | varded | |
| | | |
| Step 2 response | | |
| | | |
| For the Union: | | |
| Received by | Date and Time Received | |

SIGNATURE PAGE

THE BOARD OF SCHOOL TRUSTEES OF THE LAFAYETTE SCHOOL CORPORATION LAFAYETTE, INDIANA

| BY | |
|---|------|
| President | Date |
| | |
| BY | |
| Chief Spokesman | Date |
| | |
| | |
| | |
| LOCAL 2601, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL | |
| EMPLOYEES, LAFAYETTE, INDIANA | |
| | |
| | |
| BY | |
| President | Date |

SIGNATURE PAGE

THE BOARD OF SCHOOL TRUSTEES OF THE LAFAYETTE SCHOOL CORPORATION LAFAYETTE, INDIANA

| BY | | |
|-----|-----------------|------|
| = | President | Date |
| BY_ | Ball | |
| | Chief Spokesman | Date |

LOCAL 2601, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LAFAYETTE, INDIANA

BY Ru da Goans 12/06/22
President Date