

Hourly Bus Driver Agreement

between

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



and

The American Federation of State, County and Municipal
Employees Local 686

July 1, 2019 — June 30, 2021

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DURATION OF AGREEMENT

The items following have been agreed upon on this date by the Superintendent of the South Bend Community School Corporation, as the authorized agent of the Board of School Trustees, and the representatives of Local #686, American Federation of State, County, and Municipal Employees, IN & KY Council 962.

This Agreement shall remain in full force and effect through June 30, 2021, and shall continue in force thereafter from year to year unless at least ninety (90) days prior to the aforesaid date or at least ninety (90) days prior to any anniversary of said date thereafter, either party shall give written notice to the other party of its desire for a change or termination. In the event that a notice is given of a desire for change or termination, this Agreement shall remain in full force and effect until the aforesaid date or until the anniversary of said date which next follows such notice by at least ninety (90) days, as the case may be.

The parties agree that negotiations may be reopened for the purpose of discussing items in Article 7 (Compensation) and Appendix II (Wage Scales) and one additional article (at each party's discretion) during the life of this agreement upon mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal effective 16th day of December, 2019.

FOR LOCAL UNION NO. 686, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES IN & KY Council 962:

BY:



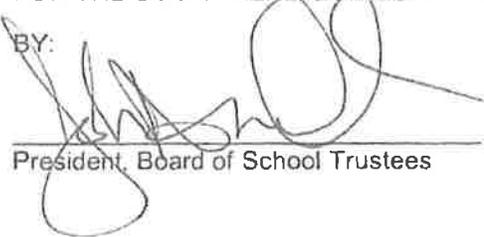
President, Local 686



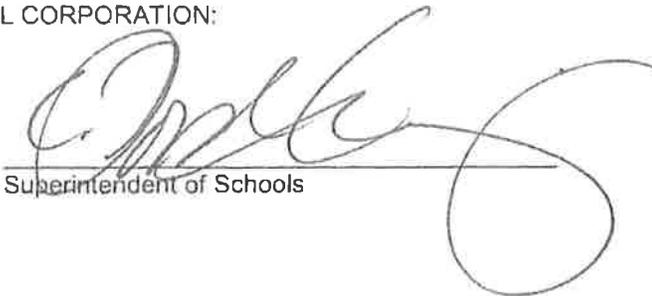
Representative of IN & KY Council 962
AFSCME, AFL-CIO

FOR THE SOUTH BEND COMMUNITY SCHOOL CORPORATION:

BY:



President, Board of School Trustees



Superintendent of Schools

**ARTICLE 1
RECOGNITION**

Section 1: The South Bend Community School Corporation ("Employer") recognizes Local 686, American Federation of State, County, and Municipal Employees, IN & KY Council 962 ("Union"), as the exclusive representative of its bargaining unit in matters salary, wages, and salary and wage-related fringe benefits (including accident, sickness, health, dental, vision, life, disability, retirement benefits, and paid time off).

- Driver Trainers
- Hourly Bus Drivers
- Routers
- Dispatchers

Section 2: "Employee" as used in this contract refers to a unit position. The term "eligible employee," as used throughout this Agreement, is defined as an Employee who has successfully completed the probationary period.

Section 3: "Employer" refers to the South Bend Community School Corporation.

ARTICLE 2 SCOPE OF AGREEMENT

Section 1: The parties acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of subjects to be bargained and that all the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement expressly supersedes any practices, understandings and agreements not specifically provided for and incorporated in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, voluntarily and unqualifiedly waive the right to request or require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered in this Agreement, whether or not such matters have been discussed, and even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement contains the entire understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically provided herein. Changes in this Agreement, whether by additions, waivers, deletions, amendments, or modifications must be mutually agreed upon in writing, signed by both parties.

Section 2: The waiver or forbearance of any breach or condition of this Agreement by either party shall not constitute a precedent in future enforcement of all terms and conditions herein.

Section 3: In the event any federal or state law, government regulation or court decision conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding on the parties, but the remaining portion of the Agreement shall continue in full force and effect.

Section 4: Upon ratification of this agreement by the parties, such Agreement shall be printed in its entirety for distribution to all unit members. The Union and the Employer agree to jointly prepare the final text of the ratified Agreement for printing.

ARTICLE 3
MANAGEMENT RIGHTS

- A. The Union acknowledges that the Employer has certain exclusive statutory rights and responsibilities which they may not surrender and, except as expressly provided otherwise by this Agreement or by law, the Employer shall retain its rights to make, amend, or execute decisions and policies that are necessary to operate and maintain the program of the school district and to otherwise carry out its lawful rights and responsibilities.
- B. Such rights of the school district include, but are not limited to: direct the work of the employees; hire, promote, demote, transfer, assign, or retain employees in positions within the public agency; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of a lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission of the school district in emergencies; and to determine the methods, means and personnel by which operations are to be carried on, including subcontracting if such is deemed desirable.
- C. During the term of this Agreement, the employer may contract out or subcontract any work for good reason.
- Management reserves the right to direct the work of its employees in such a manner that is fiscally responsible and results in an efficient transportation delivery system. In the event that routes or parts of routes assigned to a corporation driver are considered for contracting or subcontracting, the following will occur:
1. Management will notify the Union of the need.
 2. Management will meet with the involved corporation drivers and union representatives to discuss the routes and discuss options and alternatives.
- D. The Union agrees that in no event, whatsoever, will the Union or any employees covered by this Agreement initiate, authorize, sanction, encourage, support or engage in any strike, slowdown or work stoppage, or cease the continuing performance of their duties during the term of this Agreement. A violation of this section, regardless of degree, shall constitute grounds for immediate dismissal.

ARTICLE 4
THE UNION AND EMPLOYEE RIGHTS

Section 1: Union Activity

- A. Every person shall be free to join, resign from or to refrain from joining a union.
- B. Neither the Employer nor the Union will interfere with, restrain or coerce any employee with respect to the decision to be a member of the Union or not to be a member of the Union.
- C. The Union shall be responsible for the acts of its officers, stewards, members and representatives with respect to matters which are taken in the Union's name or in furtherance of the objectives of the Union.
- D. Upon written request and upon receiving authorization from each Employee, the Employer will provide the Union President a list of Employees' names, addresses, and phone numbers.
- E. The Local Union President or designee will be permitted to meet with new employees on an individual basis or during any orientation program for new employees.

Section 2: Release Time for Union President

- A. The Local 686 President or his/her designee shall be released from duty sixteen (16) hours per month or one hundred ninety two (192) hours per year to perform Local 686 business without loss of compensation.
- B. The Union President shall report monthly on a prescribed form to an administrator designated by the Superintendent regarding his/her hours of release time.
- C. The local Union President, or his/her designee, shall be given release time for attendance at national and state conventions.
 - 1. Attendance to the state convention twice yearly and the bi-annual convention with pay will be allowed for three (3) representatives within the bargaining unit. Substitutes will be provided if available.
 - 2. Request for absence must be submitted seventy-two (72) hours prior to the date of absence to an administrator designated by the Superintendent.

Section 3: Dues Check Off

- A. The Employer agrees to deduct current Union membership dues, representation fees, and voluntary AFSCME P.E.O.P.L.E (Public Employees Organized to Promote Legislative Equality) each month from the pay of each employee who has executed an Authorization for Check Off of Dues form or AFSCME P.E.O.P.L.E. deduction form. Delinquent dues will be deducted by the Employer at the time of the next month's deductions following notification of the delinquency.
- B. Deductions will be made only in accordance with the provisions of said Authorization for Check Off of Dues, together with the provisions of this Article.
- C. A properly executed Authorization for Check Off of Dues form for each employee for whom dues are to be deducted shall be delivered to the Employer before any payroll deductions are made. The employer shall have the right to keep and retain such forms. When a properly executed Authorization for Check Off of Dues form for an employee has been received and is in effect, dues shall be deducted from this employee's check. Deductions shall be made from each paycheck on a pro rata basis. Employees having sufficient net earnings after all authorized and required deductions have been made to cover the amount of this deduction, shall have a deduction made.

- D. Within five (5) working days after each payday, the Employer shall remit the dues and voluntary P.E.O.P.L.E. deductions to the Union, along with the names and social security numbers of all employees who paid dues during such-time.
- E. In cases where a deduction is made which duplicated a payment already made to the Union, refunds to the employee will be made by the Union. The Union shall notify the Employer, in writing, of changes in the amount of dues to be deducted for any individual. It is understood that such changes shall require the Union to update the current dues deduction listing. Such changes may include discontinuance of membership.
- F. The Employer shall not be liable to the Union by reasons of the requirements of this Article for the remittance of payment of any sum other than those constituting actual deductions made from employees' wages earned.
- G. The Union shall indemnify the Employer and hold it harmless against any loss, demands, costs and expenses, including but not limited to attorney's fees and the cost of defense, or claims by the Union or employees for damages resulting from the payment to the Union of any sums deducted under this Article and in the event of any action or claim being commenced to recover from the Company any sums deducted by it under this Article the Union intervene and defend such claim.
- H. Individuals wishing to withdraw their Union membership shall be required to obtain an authorization to withdraw card from the secretary/treasurer of AFCSME, IN & KY 962 according to its Constitution and Bylaws.

Section 4: Conflict Resolution Procedure

The following process is designed to provide Employees with a procedure through which any controversy arising out of or over the interpretation, application or claim of alleged violation of the Agreement between the Union (Local 686) and the SBCSC. It is understood that there can be honest differences of opinion about working conditions, disciplinary actions, rules, methods of work performance and other personnel issues. An open channel of communication is essential to a good work atmosphere and SBCSC's ability to function efficiently and effectively. The intent of this process is to resolve an issue at the lowest possible administrative level in the most efficient time frame possible.

Step 1: Operations Manager

An aggrieved employee shall first raise the issue with the Operations Manager, who in most cases will be able to resolve the situation. The aggrieved employee shall notify the Operations Manager of the concern in writing within five (5) working days of the discovery of the issue. The Operations Manager and the aggrieved employee shall meet to discuss the issue within five (5) working days of the date the Operations Manager received the employee's written concern. The Operations Manager shall respond within ten (10) working days of the discussion meeting. If the Union desires to appeal the determination to the next step, it is the Union representative's obligation to initiate the appeal.

Step 2: Director of Transportation

If the first step does not result in a satisfactory resolution, the employee may bring the concern to the attention to the Director of Transportation. This concern must be in writing and submitted within five (5) working days from the date of the Step 1 decision. The Director of Transportation will review the matter and meet with the involved parties to address the concern within five (5) working days of the date the Director of Transportation receives the written concern. The Director of Transportation will respond within ten (10) working days of the meeting. If the Union desires to appeal the determination to the next step, it is the Union representative's obligation to initiate the appeal.

Step 3: Employee Relations

If the second step does not result in a satisfactory resolution, the employee may bring the concern to the attention to the Director of Employee Relations. This concern must be in writing and submitted within five (5) working days from the date of the Step 2 decision. The Director of Employee Relations will review the matter and meet with the involved parties to address the concern within five (5) working days of the date the Director of Employee Relations receives the written concern. The Director of Employee Relations will respond in writing within ten (10) working days of the meeting. If the Union desires to appeal the determination to the next step, it is the Union representative's obligation to initiate the appeal.

Step 4: Superintendent or Superintendent's Designee

If the first, second and third steps do not result in satisfactory resolution, in the final step the employee may bring the concern to the Superintendent or Designee. This concern must be in writing and submitted within five (5) working days of the Step 3 decision. The Superintendent or Designee will review the matter and meet with the involved parties to address the concern and respond within ten (10) working days of the meeting.

Other than the time limits for the initial Step 1 filing of the grievance, the time limits may be extended by mutual agreement of the parties, in advance of the expiration of the time limits. Neither party may unreasonably withhold agreement to a requested extension. Failure by either party to respond within the applicable timeframe or an extension thereof shall result in either a dismissal (if the grievant failed to respond) or an award in favor of the aggrieved employee (if the administration failed to respond).

ARTICLE 5
ASSIGNMENT, PROMOTION, AND TRANSFER

Section 1: Probationary Employees

- A. Employees shall be considered to be probationary employees for the first forty (40) calendar days that they actually work. All probationary employees must have a satisfactory written evaluation by the Director of Transportation or designee before they can be given regular status.
- B. Probationary employees will be paid eighty-five percent (85%) of the hourly rate of a regular employee.

**ARTICLE 6
ABSENCES AND LEAVES**

Section 1: Paid Bereavement Leave

- A. Eligible employees shall be entitled to receive five (5) paid days of bereavement leave for absence due to the death of a father, mother, step-father, step-mother, brother, sister, spouse, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchild or others residing in the same household of the absent employee. Such absence shall be at the time of death and all days must be consecutive and one day must be the day of the funeral. If the day of the funeral is not on a scheduled work day, the employee will still be allowed to take up to the five (5) scheduled work days.
- B. Eligible employees shall be entitled to receive two (2) paid days of bereavement leave for absence due to the death of any other blood relative, such as: first cousin, aunt, uncle, niece or nephew or for absence due to the death of grandparents-in-law. Such absence shall be at the time of death and all days must be consecutive and one day must be the day of the funeral. If the day of the funeral is not on a scheduled work day, the employee will still be allowed to take up to the two (2) scheduled work days.
- C. Eligible employees may use up to three (3) days of accumulated sick leave to attend funerals or other memorial services for others not covered by section A or B when personal business days have been exhausted and there is no evidence of abuse.
- D. A funeral home statement and a completed bereavement form shall be submitted to be eligible for compensation under this provision.

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

- A. Eligible employees shall be entitled to receive twelve (12) days of paid time off (PTO) every academic year.
- B. During an eligible employee's first year of employment, he or she shall earn PTO on an accrual basis. Specifically, during the first year of employment, the eligible employee will be provided three (3) days of PTO at the conclusion of the probationary period and will earn an additional one (1) day of PTO on the first day of every month thereafter until the employee has been provided a total of twelve (12) days paid sick leave in one academic year.
- C. Requests for PTO will be granted subject to the following requirements:
 - 1. No more than five (5) employees in the unit may take PTO at the same time unless approved by management.
 - 2. All requests for PTO shall state the reason for the leave request and shall be submitted five (5) days in advance of the date for the proposed leave using a Leave Request Form provided by the Employer. The stated reason "PTO" shall be sufficient.
 - 3. Exceptions to these requirements may be granted only by approval of the employee's supervisor. Employees receiving PTO under this paragraph 4, shall submit a Leave Request Form within two (2) days of the end of the PTO period. Emergency PTO shall be taken on the basis of a one (1) hour minimum.
- D. Up to one (1) day of unused hours of PTO may be carried over from year to year as PTO. Unused hours of PTO beyond one (1) day shall be added to unused days of sick leave to an unlimited maximum.
- E. Employees will not be paid for unused PTO upon separation of employment.

Section 3: Jury Duty

The Employer will pay an employee called for jury duty the difference between the employee's scheduled regular straight time rate of pay for the period of jury duty and the payment received for jury duty, upon presentation or proper evidence as to jury service, and the amount of compensation received therefrom; provided, however, that such employee shall report for work (to the extent reasonable and practical) during the hours of the employee's normal schedule upon being relieved from such jury duty to perform any available work that may be assigned to him/her.

Section 4: Military Leave

Military leave without loss of pay will be granted to an employee in accordance with applicable law and SBCSC *Bylaws & Policies*. Upon return from such leave or upon return from any other military leave, an employee will be placed on the salary schedule at the level which would have been achieved had the employee remained actively employed in the system during the period of the absence, up to a maximum of four (4) years.

Full credit for military service will be allowed to all veterans who took the oath of allegiance, served in either combat or non-combat units, and were honorably discharged. A year shall be defined as at least eight (8) months of military service or a combination of military service and school experience occurring between the dates of July 1 and June 30. In no case shall an employee receive more than the number of years the employee would have received as a school employee had the career not be delayed or interrupted. The same rules will be followed in case of service in the Red Cross or USO during a period of hostility. Persons serving with the Armed Forces or cooperating auxiliary branches, shall upon honorable discharge or separation be readmitted to a position comparable to the one surrendered by the individual upon leaving the School Corporation. The employee shall have up to sixty (60) days after release from active duty to notify the Board of the intent to return to the system. In the event that the veteran's former position is filled and an identical position is not available, then the veteran will be placed in a temporary position until a satisfactory adjustment can be made.

Section 5: Appearance in Court

Any employee not a party to the proceeding who is required by subpoena to appear and testify at any court proceeding or administrative hearing, shall be entitled to the difference between witness pay and their regular daily pay for up to but not to exceed five (5) days.

Section 6: Use of Accumulated Sick Leave

- A. Sick leave shall be unlimited in its accumulation, effective January 1, 1992.
- B. An employee may use up to four (4) days of his or her accumulated sick leave each year for days that school is closed due to inclement weather or for teacher work days.
- C. The misuse of sick leave benefits, i.e. reporting sick when the employee is in fact not sick or the use of sick leave for personal business, etc., shall constitute grounds for severe disciplinary action. The Employer may require the verification of the employee's illness by a licensed physician.
- D. When an employee is absent because of personal illness for more than one (1) calendar month or is returning to duty after a leave of absence granted for medical reasons, the employee shall resume his/her duties only with permission of the Superintendent or designee. Prior to returning, the employee shall submit a statement of general health including reason for absence signed by a licensed physician.
- E. If an employee is absent for illness before and after a paid holiday, the paid holiday shall not be considered part of the employee's sick leave.
- F. Sick leave shall be taken on the basis of a one (1) hour minimum.
- G. Additional paid sick leave days may be granted by appeal to the Sick Leave Bank Committee, or the leave may be extended, by the Employer, in compliance with other provisions of this Article.

Section 7: Sick Leave Bank

- A. Sick Leave Bank – A Sick Leave Bank will be established to relieve Union physical plant employees and hourly bus drivers from undue financial burdens as a result of an absence from work due to the employee's illness, injury, or incapacitation sufficiently severe to make the performance of their duties impossible. The Sick Leave Bank Committee shall consist of three (3) administrators to be appointed by the Superintendent and three (3) physical plant employees/hourly bus drivers to be appointed by the Union. An employee member of the sick bank who has exhausted his or her approved personal leave and sick leave days, shall be eligible to apply to the Committee for an extension of sick leave benefits. These benefits do not include payment of the employee's salary. They do include payment of the employee's portion of healthcare premiums and supplemental healthcare insurance in accordance with the terms identified and approved by the Sick Leave Bank Committee. Extensions of sick leave shall not be granted beyond the period when an employee would or could be eligible to receive the benefits of the Employer's long-term disability program. Unused days in the sick leave bank shall be carried forward to the following year.
- B. The Sick Leave Bank will be established and administered as follows:
1. Any physical plant employee or hourly bus driver shall be eligible to become a member of the Sick Leave Bank.
 2. The Sick Leave Bank was previously established by a Board contribution of any days in the bank at the end of the 2007-2008 school year, by a Board contribution of one hundred (100) days at the beginning of the 2008-2009 school year, and the voluntary participation and voluntary donations of one (1) sick day by employees who then become members. Upon establishment of the Sick Leave Bank, employees were then provided an opportunity to establish membership during a thirty (30) working day period following distribution of an enrollment election form. The opportunity to establish membership was a one-time opportunity.
 3. New employees must become members and their first contribution of one (1) sick day will be made on the first pay day.
 4. When the Sick Leave Bank account falls below fifty (50) days, an obligatory assessment of one (1) sick leave day shall be made upon all members of the Bank who have accumulated sick leave days. Members shall be notified prior to this assessment. Members who do not have accumulated sick leave days shall contribute one (1) day from their individual sick day allotment the following school year.
 5. When the Sick Leave Bank account falls below fifty (50) days, the Board shall contribute one hundred (100) days to the Bank.

Section 8: Religious Holiday Leave

Three (3) days of leave per year shall be granted upon request to an employee for religious holiday(s) when such observation requires time during the regular school day. Employees must submit a request for Religious Holiday Leave to Human Resources at least five (5) days prior to the religious holiday.

Section 9: Child Birth Leave

When a child is born to an employee, or the spouse of an employee, he/she shall be granted two (2) days leave with pay at the time of birth.

Section 10: Extended Illness

Any employee who is absent for a continuous prolonged period of time because of serious illness or disability (which is not compensable under Worker's Compensation) and who has exhausted his/her sick leave, and who intends to accept the benefits of the salary continuance insurance program (i.e. long term disability program), may appeal to the Superintendent for an extension of sick leave benefits. Such additional benefits shall not exceed sixty (60) days. All such absences are subject to verification by a licensed physician designated by the Employer.

Section 11: Absence Due to Assault

In the event an employee is absent due to an injury sustained on the school premises or while in the performance of his/her employment responsibilities as a result of assault by a student or outsider which is determined to be compensable under Worker's Compensation Laws, the employee will receive:

1. Full salary for the first seven (7) school days of absence.
2. The difference between the daily rate paid through Worker's Compensation and the employee's average daily scheduled or bidded work for a period of fifty-three (53) additional school days of absence.
3. Absence for the sixty (60) school days described above will not be charged against the employee's sick leave.
4. Continued benefits of Worker's Compensation will be available to the employee after the sixty (60) day period.
5. The need for absence during any of the first seven (7) school days must be validated by the Employer's physician. In the event that Worker's Compensation is to be used, it shall be the responsibility of the employee to follow all of the established procedures for applying for Worker's Compensation.
6. Time for appearance before a judicial body or legal authority as a result of assault by a student or outsider will not result in loss of wages or in reduction of accumulated sick leave of the employee.
7. In the case of an unprovoked student assault, the employer will consider replacement of the damaged employee property. The employer agrees to develop a verification procedure for replacement.

Section 12: Civil Emergency

In the event of an absence resulting from active participation as a member of a civil emergency response unit (e.g. volunteer fireman, sheriff's posse, etc.), the Director may waive the salary deduction for that period of time when the employee is absent from work due to the emergency. Documentation of the absence must be provided by the employee.

ARTICLE 7
COMPENSATION AND RELATED BENEFITS

Section 1: Wages and Stipend

- A. The hourly rates of straight time pay for Driving Time, Routers and Dispatchers are set forth in the Salary Schedule in Appendix II, which is attached hereto and made a part hereof.
- B. The hourly rate of pay for Non-Driving Time is \$10.00 per hour, except while Employees are voluntarily working as bus paraprofessionals. The hourly rate of pay for Employees while working as bus paraprofessionals is \$11.00 per hour.
- C. These rates of pay shall remain in effect during the term of this Agreement, except as adjusted by other Articles in this Agreement.
- D. Employees who have perfect attendance for the first six months of the contract year (July 1 through December 31) will receive a \$125.00 stipend. Employees who have perfect attendance for the second six months of the contract year (January 1 through June 30) will receive a \$125.00 stipend.
- E. Employees who were paid at the Driving Time rates of \$18.50 or \$19.00 beginning January 1, 2019, will be paid a one-time stipend in the amount of \$17.50, less all applicable federal, state and local withholdings and deductions.

Section 2: Definitions

- A. Driving Time includes time the Employee is driving the bus, conducting pre-trip and post-trip inspections, and securing the bus while waiting for students.
- B. Non-Driving Time includes training, committee work, state and local safety meetings, and other meetings, except when a meeting is called during the Driver's normal drive-time window or timeframe, in this exception the Driver will be paid at the Driving Time rate.
- C. Regular and Special Education Routes: Regular and/or special education routes are devised by the Transportation Department, which shall designate the route, schedule, and time to run said route(s).
- D. Activities: Activities are embedded within PM routes.
- E. Activity Fill-Ins: An activity fill-in is defined as a daily activity being done by someone other than the regular activity driver when the regular driver cannot do their activity for some reason.
- F. Extra (field) Trips: An extra or field trip is defined as a trip from a school to a site and back to a school.
- G. Out-of-Town Trips: Any available trip assigned to the bargaining union greater than 25 miles outside the boundaries of the South Bend Community School Corporation.
- H. Add-Ons: Add-On is defined as a route/program that is more than 30 minutes and is added onto the beginning or end of a route/program.

Section 3: Computing Paid Time

- A. Except as adjusted by other paragraphs in this Section, Employees will be paid for actual hours worked, based on the hourly wage on the employee's time card.
- B. Employees may be paid when schools are closed for weather related days and for teacher record days. Employees who have PTO may elect to use this time if they choose, or be paid on the pay period when the work is done. Employees may also elect to use PTO during periods in which schools are closed for fall, winter and/or spring breaks.

- C. Every regularly scheduled AM and PM route shall be a two (2) hour minimum. Every regularly scheduled midday route shall be a one (1) hour minimum. Drivers will be paid based on route sheets, which will include an additional eighteen (18) minutes for daily pre-trip inspections and an additional eighteen (18) minutes for daily post-trip inspections for a total of thirty-six (36) minutes per day. Time spent conducting pre-trip and post-trip inspections is embedded in the routes. Time spent conducting pre-trip and post-trip inspections should not be added to timecards. A route is defined as "bidded work."
- D. Drivers may be assigned multiple routes. No employee will be paid twice for pieces of work done in the same time period.
- E. In accordance with the Fair Labor Standards Act (FLSA), the Employer shall calculate overtime for any employee who has exceeded forty (40) hours in any work week. Under the terms of this agreement, overtime shall be calculated based upon a weighted average of the different rates of pay, i.e. regular hourly driving time rate and non-driving time rates. The Employer shall calculate overtime as follows:
 - 1. determine the total amount of pay the Employee has earned for the week under the base rates, i.e. hourly driving time and non-driving time rates;
 - 2. calculate the total number of hours the employee worked that week;
 - 3. divide the total amount of pay by the total number of hours worked in that week to calculate the average rate;
 - 4. divide the average rate by two (2) to calculate the overtime rate;
 - 5. multiply the overtime rate times the number of hours in excess of forty (40) to calculate the overtime premium.
- F. Cancellation Notice.
 - 1. Embedded Activity. If an Employee is not notified of a cancellation of an embedded activity at least one (1) hour in advance of the start time for an embedded activity and other work is available, work will be assigned to the Employee whose route was cancelled and the Employee will be paid for actual time worked, but will be paid for at least one (1) hour. If work is not available, the Employee will be placed on standby, but will be paid for one (1) hour at the driving time rate.
 - 2. Trip. If an Employee is not notified of a cancellation of a Trip at least one (1) hour in advance of the start time for the Trip and other work is available, work will be assigned to the Employee whose Trip was cancelled and the Employee will be paid for actual time worked, but will be paid for at least two (2) hours. If work is not available, the Employee will be placed on standby, but will be paid for two (2) hours at the driving time rate.

Section 4: Holidays

- A. Eligible employees shall be paid for their number of hours of "bidded work" at their driving time rate of pay for the following recognized holidays regardless of the day of the week on which they fall, provided that such employees work the regularly scheduled hours on the last scheduled workday immediately prior to the holiday and the regularly scheduled hours on the first scheduled workday immediately after the holiday. Employees will be considered to have met these requirements in the following situations.
 - 1. Employees who have worked any hours of the week on which the holiday falls and who are laid off during said week shall be entitled to receive holiday pay.
 - 2. Employees who have worked any hours during the week in which the holiday falls, but who are unable to fulfill the requirements listed above as the result of an occupational accident of the type covered by Worker's Compensation, shall be considered to have met the limitations set forth above.

3. Employees who are unable to work the regularly scheduled hours on the last scheduled work day prior to the holiday and/or on the first scheduled work day after the holiday, shall be entitled to receive holiday pay if the reason for failure to work the required hours results from an excused absence or if the employee produces a physician's note if the absence is due to unexpected illness.
 4. The recognized holidays are as follows:
 - 1 - Martin Luther King Day
 - 1 - President's Day
 - 1 - Spring Holiday (Good Friday)
 - 1 - Memorial Day
 - 1 - Labor Day
 - 1 - Thanksgiving Day
 - 1 - Day after Thanksgiving
 - 1 - Christmas Eve
 - 1 - Christmas Day
 - 1 - New Year's Eve
 - 1 - New Year's Day
- B. Holidays shall be recognized in accordance with the official school calendar and may vary from one year to the next.
- C. If a driver works during the winter recess and such driver works the work day immediately preceding and following the recognized Christmas and New Year's holidays, the driver shall receive holiday pay.
- D. If a negotiated holiday conflicts with the school calendar, a floating holiday shall be assigned by the Employer.

Section 5: Uniforms Provided

All hourly bus drivers within the bargaining unit who have successfully completed the probationary period will be provided, at the Employee's option, one of the following each academic year:

- One winter jacket;
- One summer jacket; or
- One school logo shirt.

Replacement jackets may be selected no earlier than every fourth year.

**ARTICLE 8
INSURANCE AND BENEFITS**

Section 1: Section 125

The benefits provided by Section 125 of the Revenue Act shall be made available to any bargaining unit member so requesting. The Employer and employee shall share equally in the cost of the program. The Employer agrees to provide the payroll deduction upon receipt of the prescribed authorization form.

Section 2: Participation in Insurance Programs

An eligible Employee on an approved leave of absence may participate in the school corporation's group insurance program by paying the full premium during the period of leave.

Section 3: Comprehensive Major Medical Insurance

- A. The Employer will provide eligible employees with a comprehensive major medical plan which contains the following cost containment provisions
- (a) Out-patient surgery
 - (b) Mandatory Pre-admissions Testing
 - (c) Mandatory Second Opinion Surgery
 - (d) Ambulatory Surgery
 - (e) Inpatient Concurrent Review
 - (f) A prescription card

- B. Coverage for the comprehensive major medical insurance program will contain the benefit provisions set forth in Appendix I, which will be updated upon ratification of the 2019 Professional Agreement between the Board and the NEA-SB. It also includes a full cost spousal surcharge for employees whose spouses are eligible for health coverage through their own employer. Additional information regarding this surcharge is set forth at Appendix I.

Employees who are hired on or after November 20, 2017 are eligible to enroll in Core Plan or the Essential Plan only.

The plan will pay one hundred percent (100%) of all eligible claims in excess of the annual deductible and coinsurance amount.

- C. The comprehensive major medical insurance program coverage and exceptions shall be set forth in a brochure and made available to all participants.
- D. Upon the death of an active or retired employee, the spouse shall be provided such access to health insurance as required by law.
- E. The plan will be administered by Anthem. A change in the third-party administration may occur at any time upon mutual agreement of the parties.
- F. The Employer and the Union agree that SBCSC will not exceed the limits imposed by I.C. 20-26-17.

In accordance with the foregoing, the parties agree that the premiums set forth on Appendix I shall updated upon ratification of the 2019 Professional Agreement between the Board and the NEA-SB. For any subsequent plan year, the employees' premiums will be determined using the same methodology as used in the fourth quarter of 2019.

The Employer intends to offer an annual open enrollment period and will provide an opportunity for eligible Employees to change plans offered, except that following the close of the 2017 enrollment period, participants in the Core or Essential Plans will not be permitted to select the Buy Up Plan. Within 30 business days after opening enrollment ends, the Corporation will provide to the Insurance Committee the expected cost for group

health care for the subsequent year, the Corporation's contribution, and the employee premium for each applicable plan and level of coverage. The Insurance Committee shall meet quarterly to review the premiums and to ensure there are no material errors in methodology and to monitor the services of Anthem.

The parties agree that the group health insurance plan will be changed to avoid the "Cadillac Tax" under the Affordable Care Act. The Board and the Union shall bargain such changes and will execute a Memorandum of Understanding no later than five months prior to implementation of the "Cadillac Tax" that is limited to this issue and does not re-open contract negotiations.

Section 4: Vision Insurance

- A. The Employer will provide Employee a vision insurance plan which provides the insured with new frames, lenses, and examinations every twelve (12) months. The premiums set forth in Appendix I shall be updated upon ratification of the 2019 Professional Agreement between the Board and the NEA-SB. For any subsequent plan year, the employees' premiums will be determined using the same methodology as used in the fourth quarter of 2019.
- B. The Employer and the Union agree to designate major medical insurance savings to fund vision insurance.
- C. A change in the insurance carrier may occur at any time upon mutual agreement of the parties.

Section 5: Dental Insurance

- A. The Employer will provide a dental insurance plan that will provide the following coverage:

A plan with a two-thousand dollar (\$2,000.00) maximum annual benefit. Coverage to be as follows:

Insurance pays:

100% Diagnostic, preventative.....no deductible
90% Oral surgery, endodontia, periodontia - \$50 deductible (fifty dollars)
60% Crowns, fixed bridges, dentures \$50 deductible (fifty dollars)
50% Orthodontia to a lifetime maximum of \$1,000 (one thousand dollars). (Life maximum to age 19.)
- B. The Employer will provide Employee with a dental insurance plan. The premiums set forth in Appendix I shall be updated upon ratification of the 2019 Professional Agreement between the Board and the NEA-SB. For any subsequent plan year, the employees' premiums will be determined using the same methodology as used in the fourth quarter of 2019.
- C. A change in the insurance carrier may occur at any time upon mutual agreement of the parties.

Section 6: Life Insurance

The Employer will provide a fully paid term life insurance policy in the amount of twenty-thousand dollars (\$20,000.00) (forty thousand dollars (\$40,000) accidental death) for each employee employed by the School Corporation. The carrier for said insurance shall be selected by mutual agreement between the Union and the Employer.

Upon the demise of any employee who was eligible to retire pursuant to the requirements of the Public Employees Retirement Fund, the employee's severance pay shall be paid directly in a lump sum to the heirs or personal representative of the deceased.

Except for employees who are hired on or after November 20, 2017, the Employer will pay the cost of a three thousand dollar (\$3,000.00) life insurance policy for retired employees. Employees hired on or after November 20, 2017 shall not be provided a retiree life insurance benefit.

Section 7: Long Term Disability

The Employer will assume the cost of a salary continuance program for employee long-term disability which will provide, subject to the terms of the non-duplication offset provision of the policy (social security, early retirement, etc.) fifty percent (50%) of pay to age sixty-five (65) after a six (6) month waiting period (see policy).

Section 8: Insurance Committee Recommendations

If additional benefits accrue as a result of the recommendations of the Insurance Committee, these changes will be extended to all eligible employees.

Section 9: Bi-Annual and Pre-employment Medical Examination

The Employer will assume the responsibility and establish the standard for the payment of the required employment medical examinations and the required pre-employment medical examinations.

Section 10: Liability

The Employer shall purchase the type and amount of insurance necessary to protect itself as a corporate body, its individual members, its officers, and its employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental injury to any person or in property damage while the above named insured are acting in the discharge of their duties. Insurance coverage for claims, suits or judgments against employees arising out the operation by employees of motor vehicles not owned by the Employer shall be limited to coverage for such claims, suits or judgments which exceed the insurance coverage available under policies owned by the employee individually and which provide coverage over such claims, suits or judgments.

Section 11: Worker's Compensation

The Employer shall provide Worker's Compensation insurance to all employees.

**ARTICLE 9
SEVERANCE PAY AND PENSION**

Section 1: Severance Pay and Pension

- A. The Employer is enrolled in the Indiana Public Employee's Retirement Fund and all employees on permanent status covered by this agreement shall be enrolled in the retirement plan on their date of hire.
- B. Vesting Requirements – An Employee seeking benefits under this Agreement, shall be fully vested in the benefits described in this paragraph if the retiring Employee has satisfied the following requirements: (i) Ten (10) years of service credit as an AFSCME employee with South Bend Community School Corporation plus sixty-five (65) years of age; or (ii) fifteen (15) years of service credit as an AFSCME employee with South Bend Community School Corporation plus sixty (60) years of age; or (iii) the Rule of 85 as an AFSCME employee with the South Bend Community School Corporation (i.e. Employee's age is ≥ 55 years of age and the sum of the Employee's age plus the Employee's service credit as an AFSCME employee with South Bend Community School Corporation is ≥ 85). . In accordance with this provision, a retiring Employee shall receive severance pay equaling one (1) day pay for each year of service in the South Bend Community School Corporation and, effective May 3, 1999, \$2.50 per hour for each hour of unused accumulated sick leave.
- C. Upon the demise of any employee who was eligible to retire pursuant to the requirements above, the employee's severance pay shall be paid directly in a lump sum to the heirs or personal representative of the deceased.
- D. Any eligible Employee must become a member of the Indiana Public Employees Retirement Fund.
- E. Effective July 1, 1992, the Employer shall contribute three percent (3%) (the employee's share) to the Public Employees Retirement Fund.

Section 2: Retirement

All Employees are required to provide the Employer with ninety (90) days advance written notice prior to retirement.

**ARTICLE 10
PROCEDURE FOR WORKER'S COMPENSATION**

- A. If an employee is injured on the job and cannot finish the regular workday, the employee shall be compensated as if the employee had finished the day, provided the employer is provided with medical evidence acceptable to the employer supporting such absence.

- B. The employee may elect to also collect sick leave pay and may collect full sick leave pay in an amount equal to his/her wage at the time the accident occurred for the first seven (7) days, since no Worker's Compensation benefits are payable for that period. If the employee has no accumulated sick leave, the employee may use any other time which he/she has accumulated. In the event an employee is disabled from working for more than twenty-one (21) days due to a compensable worker's compensation claim, the employee is then entitled to compensation for temporary total disability during the first seven (7) days he/she was disabled. Once Worker's Compensation benefits start, sick leave pay or accumulated time may be used to supplement Worker's Compensation benefits so that the total amount (the sum of Worker's Compensation benefits and sick leave pay) equals the employee's weekly wage at the time the accident occurred. In no case, will an employee be paid more than his/her average actual weekly wage at the time the accident occurred.

APPENDIX I

INSURANCE BENEFIT PROVISIONS AND RATES

Summary of Benefits

(Refer to the Certificate of Coverage for out-of-network benefit levels, and other important details.)

The employer has the right to make unilateral changes to employee and dependent eligibility for coverage, benefits, premium contributions, and other provisions it deems necessary due to the Patient Protection and Affordable Care Act.

	Essential Care Plan \$4000 Deductible	Buy-Up Plan \$750 Deductible	Standard (Core) Plan \$1500 Deductible
HRA Employer Contribution			
Deductible Type	Embedded	Embedded	Embedded
Deductible	Single: \$4,000/\$8,000 Family: \$8,000/\$16,000	Single: \$750/\$1,500 Family: \$1,500/\$3,000	Single: \$1,500/\$3,000 Family: \$3,000/\$6,000
OOP Max	Single: \$6,450/\$12,900 Family: \$12,900/\$25,800	Single: \$2,500/\$5,000 Family: \$5,000/\$10,000	Single: \$4,000/\$8,000 Family: \$8,000/\$16,000
Coinsurance	80%/60%	80%/60%	80%/60%
PCP Visit	80%/60%	\$30	\$30
Specialty Visit	80%/60%	\$60	\$60
ER Copay	80%/80%	\$250/\$250	\$250/\$250
Prescription Deductible	Combined with Medical	n/a	n/a
Prescription Drugs	Tier 1: 20% Tier 2: 20% Tier 3: 20% Tier 4: 20%	Tier 1: \$10 Tier 2: \$30 Tier 3: \$60 Tier 4: 25%	Tier 1: \$10 Tier 2: \$30 Tier 3: \$60 Tier 4: 25%
Prescription Drugs Min/Max	n/a	Min: \$0/\$0/\$0/\$0 Max: \$0/\$0/\$0/\$250	Min: \$0/\$0/\$0/\$0 Max: \$0/\$0/\$0/\$250
Prescription Drug OOP Max	Combined with Medical	\$4350 / \$8700	\$2850 / \$5700

PY 2020 Medical & Rx Premium Estimates - Total Contribution

Buy-Up 001	PY 2020 Monthly Cost		
	Total Rates	Employee Rate	Employer Rate
EE Only	\$ 838.64	\$ 229.04	\$ 609.60
EE+ Spouse	\$ 1,691.32	\$ 490.60	\$ 1,200.72
EE + Children	\$ 1,334.33	\$ 373.80	\$ 960.53
Family	\$ 2,248.55	\$ 658.20	\$ 1,590.35

Core 002	PY 2020 Monthly Cost		
	Total Rates	Employee Rate	Employer Rate
EE Only	\$ 766.71	\$ 140.24	\$ 626.47
EE+ Spouse	\$ 1,540.26	\$ 294.48	\$ 1,245.78
EE + Children	\$ 1,216.40	\$ 224.38	\$ 992.02
Family	\$ 2,045.79	\$ 406.66	\$ 1,639.13

Essential 003	PY 2020 Monthly Cost		
	Total Rates	Employee Rate	Employer Rate
EE Only	\$ 536.45	\$ 92.38	\$ 444.07
EE+ Spouse	\$ -	\$ -	\$ -
EE + Children	\$ 879.50	\$ 428.06	\$ 451.44
Family	\$ -	\$ -	\$ -

Guardian Dental Renewal

Coverage and rates remain the same through December 31, 2020.

	Current Plan In/Out Network	In Network	Out of Network
Deductible	\$50.00	\$50.00	\$100.00
Annual Maximum Benefit	\$2500.00	\$2000.00	\$1000.00

VSP-Vision Service Plan Renewal

Coverage and rates remain the same through December 31, 2020.

Complete this section only if you checked option 2 on page one.

To be completed by the Employee:

Spouse's Name

Name of Spouse's Employer

Phone Number of Spouse's Employer

To be completed by spouse's employer:

Please note that, as of January 1, 2018, South Bend Community School Corporation no longer contributes toward spousal coverage if the spouse was or is eligible to enroll in a health plan offered by the current employer.

Please check the reason that the employee named above is not eligible for your health insurance plan:

- We do not offer a health insurance plan to employees.
- This employee was recently hired and is in our waiting period or measurement period for benefits. The earliest date that he/she may be eligible for coverage is _____ assuming the employee meets our eligibility requirements.
- This employee does not currently work enough hours to be eligible for health insurance.
- Other (explain) _____

Signed (Spouse's Employer's Representative)

Date

Printed Name

Position

APPENDIX II

Effective July 1, 2019, the hourly rate for Dispatchers and Routers is \$17.25/hour.

Effective July 1, 2019, the Driving Time rate will increase as follows.

Current Rate	July 1, 2019 Rate
\$18.50	\$19.26
\$19.00	\$19.76
\$20.25	\$21.00

These increases will be retroactive to July 1, 2019. These rates will remain in effect through June 30, 2021, except as adjusted by other Articles in this Agreement.

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