



MASTER CONTRACT
BETWEEN
JAC-CEN-DEL COMMUNITY SCHOOL
CORPORATION
AND
JAC-CEN-DEL EDUCATORS
ASSOCIATION
2016-2017

Effective: August 1, 2016
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I. RECOGNITION

The Jac-Cen-Del Educators' Association (hereinafter referred to as the "Association") is hereby recognized by the Jac-Cen-Del Community School Corporation (hereinafter referred to as the "Corporation" of Ripley County, Indiana), as the exclusive bargaining representative for purpose of collective bargaining on behalf of certified employees employed by the Corporation (hereinafter referred to as the "Bargaining Unit"), except for the positions of superintendent, principals, including elementary, secondary, and middle school, administrative assistant, athletic director, and assistant to the athletic director all as set forth in Indiana Code Title 20, Article 29.

II. DUES DEDUCTIONS

On or before September 15th of the school year, the Association shall submit to the Superintendent's office the signed authorization forms from employees who are authorizing the payroll deductions for the dues of the State or National Organization with which the Association is affiliated. The corporation shall deduct such sum from the employee's pay in twenty (20) equal payments beginning with the second paycheck in October. The collected deductions shall be remitted not less frequently than monthly to the Association. The local Association dues will be deducted by the Corporation on the second pay in October and remitted to the Association.

III. SICK LEAVE BANK

The Corporation and Association agree to establish a voluntary sick leave bank pursuant to IC 20-28-9-13 open to all bargaining unit employees of the Corporation, with the exception of employees who have a temporary contract. The operation of said bank shall be governed by and subject to the following provisions:

A. Use of said bank is limited to those bargaining unit employee members who have an illness or are quarantined as provided in IC 20-28-9-9.

B. Application for membership in the bank shall be made in writing (on forms provided by the Association) on or before September 15th of each school year by each employee who desires to so participate therein. Said membership shall continue automatically each year thereafter until the Corporation is notified in writing on or before September 15th that a member no longer desires to be a member of the bank. New employees shall have the option to become a member of the bank within fifteen (15) calendar days after their employment during the school year. A school year is defined in the Article as the one hundred eighty-five (185) day regular school term.

C. Each member in the bank shall contribute one day of his/her available sick leave days to the bank when applying for membership in the bank. These days then become the property of the bank. If a former sick leave bank member reapplies for membership in the bank, he/she shall contribute another sick leave day.

D. If the accumulated number of days in the bank falls below ten (10) days prior to May 1st of any year, each bank member will be required to contribute an additional day of his/her available sick leave to the bank, provided he/she wishes to

continue membership in the bank. If any member has used all of his/her sick leave days, the additional day will be contributed as soon as new sick leave days are granted.

E. All unused days in the bank will always be carried forward for the next school year.

F. A member's use of the bank must be requested in writing and shall include a statement from the member's physician describing the nature of the illness and the prognosis for recovery satisfactory to return to work. By participation in the sick leave bank, each applicant automatically consents to submit to a medical examination by a physician retained by the Corporation at the Corporation's expense. Days granted from the bank can only be used for: 1) extended illness (defined as lasting more than five (5) consecutive scheduled work days) or 2) disability. The sick leave bank may be used by a member of the bank only after the member has exhausted her/his accumulated sick leave days. No member may draw more than 20 days from the bank during any one school year.

G. Payment for the sick leave days granted from the bank will be made at a rate equal to the per diem rate of pay on the adopted salary schedule for the member granted access to the sick leave bank.

H. Sick leave bank days may be used only for contractual days during the one hundred eighty-five (185) day regular school year; they may not be used for or during summer school employment under a supplemental contract.

I. Sick leave bank benefits shall not be granted for any day in which the member takes any other type of leave or in any way attempts to combine other fringe benefits, if such leave or combination of benefits would operate in such a manner that the employee would draw double or otherwise increased pay for that day.

J. Leave from the sick leave bank may not be used for maternity or childbirth leave, insofar as such leave reflects accommodations made for the sake of convenience, or where the leave is not due to substantial and actual medical disability. However, bank days may be used for any actual medically-determined physical member's child.

K. The maximum number of sick leave bank days granted from the bank to all members shall not be more than forty (40) days per school year.

L. The Corporation shall have no liability or obligation to pay sick leave days from the sick leave bank at any time when such bank has been exhausted for the current school year.

M. The sick leave bank shall be administered by a sick leave bank committee composed of two (2) members selected by the Corporation and three (3) members selected by the Association. The decision of the committee shall not be subject to the grievance procedures set forth in Article VII of this agreement.

N. A member shall apply for sick leave bank benefits through the superintendent's office on provided application forms. The superintendent shall submit such applications to the sick leave bank committee. Any member who wishes to apply

should do so as soon as the need can be reasonably anticipated.

O. Sick leave bank days may not be granted from the bank for a period of disability when monies are paid to the employee under Worker's Compensation or other applicable forms of Corporation compensation.

P. A person who has received sick leave days from the bank will be required to repay those days to the bank at the rate of two (2) days per year or one-fifth (1/5) of the total days used, not to exceed four (4) days each year (whichever number is greater) until all days have been repaid, even if the employee discontinues membership in the bank. If a member of the sick leave bank leaves the employment of the Corporation for any reason, including retirement, before the total number of sick leave bank days is repaid, the remaining days will be deducted from the employee's total accumulated sick leave at the time or from the employee's severance pay upon retirement, if applicable. At no time will the cash equivalent of the remaining days be deducted from the teacher's salary except as the same may reduce severance pay.

Q. An annual report of the bank will be provided by the Corporation and the Association for comparison on or before July 1st of each year.

R. The total number of days in the sick leave bank shall be limited to the number of unused days carried forward each year plus any days added by participating members under applicable provision of this Article.

IV. LEAVES

A. **Sick Leave.** Each certified employee shall receive a leave of absence without loss of compensation due to personal illness or quarantine of the employee, for a total of ten (10) days during each year of the employee's employment with the Corporation. Any unused days shall accumulate year to year to a total of one hundred and seventy (170) days. Once an employee has accumulated 170 sick days, that employee will receive \$55 per each additional unused sick day to be deposited in a 401(a) account by the Corporation. The amount warranted per eligible employee will be awarded no later than July 31 of the end of the school year. The account carrier is to be agreed upon by mutual consent of the teachers' association and the superintendent. After the first year of employment with the corporation, an employee may transfer four (4) days of such accumulated leave per year from his/her previous place of employment, which transfer may be made annually so long as said employee continues in the Corporation's employ until the accumulated days to which the employee is entitled are exhausted. An employee is permitted to use up to ten (10) days of sick leave for family illness. These days can be used in one-half day increments. "Family" is defined as spouse, child, mother, father, or persons domiciled within the household or persons for who the teacher is the primary caregiver. A male may utilize two (2) days of available leave within one (1) day of his child's birth and the day the child/mother is released from the hospital. Sick days may be used in one-half (1/2) day increments.

B. **Personal Leave.** Each employee shall be entitled to three (3) days leave of absence without loss of compensation for the transaction of personal business and/or conduct of personal or civic affairs during each year of the employee's employment with the Corporation. At the end of the school year, unused personal leave days will transfer to accumulated sick days and are subject to rules governing accumulated sick days as