Preparing Compliant Collective Bargaining Agreements
IEERB Guidance 2012

The following packet is for GUIDANCE ONLY on collective bargaining agreements under IC 20-29 as amended by PL 48-2011. It is not intended to take the place of careful review of IC 20-29 or as a substitute for legal advice.

I. Collective Bargaining Subjects

a. Mandatory subjects of bargaining:
   i. Salary
   ii. Wages
   iii. Salary & wage related fringe benefits (includes accident, sickness, health, dental, vision, life, disability, retirement benefits, & PTO)

b. Impermissible subjects of bargaining
   i. School calendar
   ii. Teacher dismissal procedures & criteria
   iii. Restructuring options
   iv. School's ability to work with educational entities regarding postsecondary credits
   v. Teacher evaluation procedures & criteria
   vi. Any subject not required to be bargained

II. Contract Contents

a. What must be in a contract?
   i. Ratification section
   ii. Contract term (not past state budget biennium)
   iii. Mandatory subjects of bargaining

b. What may be in a contract?
   i. Grievance Procedure (no binding arbitration)
   ii. Definitions
   iii. Recognition clause

c. What cannot be in a contract?
   i. Impermissible subjects of bargaining
   ii. Provisions that conflict with any right or benefit established by law

III. Best Practices

a. Start with a blank page
b. Add parties' names

c. Add contract term (length of contract)
d. Add definitions
e. Add recognition clause
f. Add wages/salary terms, including appendices
g. Add wage/salary related fringe benefits terms, including appendices
h. Add grievance procedure (if agreed)
i. Add ratification page
j. Do not add anything else to contract
k. HAVE COUNSEL REVIEW

IV. Sample Collective Bargaining Agreement – Appendix A

Purpose: To help the parties comply with the requirements of IC 20-29-6 by providing an example of a compliant collective bargaining agreement for teachers.

Limitations: The IEERB is not at the bargaining table, and therefore the sample contract cannot take into account all the variations on bargaining. For example, a compliant collective bargaining agreement does not have to contain a grievance procedure.

How to Use: Parties may use this as a guide in drafting their own compliant collective bargaining agreements. However, this agreement is a **SAMPLE ONLY** – the IEERB does not guarantee that any part of this sample used in a party's collective bargaining agreement ensures compliance with the law.

Explanation of particular provisions of sample:

Article II: The statute provides that parties must bargain wage and salary related fringe benefits, and must enter into a contract embodying any of the matters that they have bargained collectively. However, the specifics are left up to the parties. For example, parties may decide to include paid election days off instead of (or in addition to) paid jury duty, or they may decide not to have either leave be paid. The following, however, should not be contained in a collective bargaining agreement: unpaid leave, leave required by law, or paid leave procedures. This information may be contained in a handbook.

Article III: A collective bargaining agreement does not have to contain a grievance procedure. If it does, it cannot provide for binding arbitration.

Length of Agreement: A collective bargaining agreement cannot extend past the state budget biennium.

V. Compliance

a. Once a contract is executed, it must be posted on the school corporation's web site within 14 business days, and filed with the IEERB within 30 days. Note that the IEERB may declare impasse if it does not timely receive an executed contract.
b. State Board of Accounts will be reviewing contracts for compliance. **See Appendix B.**

VI. Contract expiration. IC 20-29-6-16 provides:

a. If an agreement has not been reached on the items to be bargained collectively by November 1, as provided in IC 6-1.1-17-5, the parties shall continue the terms of the current contract that is in effect, and the school employer may issue tentative individual contracts and prepare its budget on that basis. During this period, in order to allow the successful resolution of the dispute, the school employer may not unilaterally change the terms or conditions of employment that are issues in dispute.
b. Upon the expiration of the current contract that is in effect, the school employer shall continue under the terms of the current contract that is in effect, with no increase or increment in salary, wages, or benefits for any bargaining unit employee until a new contract is executed, unless continuation would put the school employer in a position of deficit financing due to a reduction in the employer's actual general fund revenue or an increase in an employer's expenditures when the expenditures exceed the current year actual general fund revenue.
c. The only parts of the contract that must continue under this section are the items contained in the contract and listed in section 4 of this chapter.
d. This section may not be construed as relieving the school employer or the school employee organization from the duty to bargain collectively until a mutual agreement has been reached and a contract entered as called for in this chapter.

Agreement between the Board of School Trustees of the IEERB Community School Corporation and the IEERB Education Association for 2012-2013

Whereas, representatives of the Board of School Trustees of the IEERB Community School Corporation collectively bargained with representatives of the IEERB Education Association, and the parties agree as follows:

Introductory Information

A. Definitions

"2012-2013 School Year" means [_____] through [_____].

"Agreement" means this agreement between the Board of School Trustees of the IEERB Community School Corporation and the IEERB Education Association in effect from [_____] to **June 30, 2013**.

"Association" means the IEERB Education Association.

"Board" means the Board of School Trustees of the IEERB Community School Corporation.

"Corporation" means the IEERB Community School Corporation.

"Salary" means the dollar amount corresponding to a teacher's position on the salary schedule listed in Appendix A.

"Teacher" means any certificated school employee under teaching contract with the Corporation for the 2012-2013 School Year who is a member of the Association's bargaining unit.

B. Recognition

The Corporation recognizes the Association as the exclusive representative for all certificated school employees under teaching contracts with the Corporation for the 2012-2013 School Year except the Superintendent, Assistant Superintendent, Principals, Assistant Principals, and Directors.

Article I - Wages/Salary

A. Salary Schedule

The salary schedule for the 2012-2013 School Year is listed in **Appendix A**.

B. Extra-Curricular Activity Pay Schedule

The extra-curricular activity pay schedule for the term of this Agreement is listed in **Appendix B**.

Article II - Wage/Salary-Related Fringe Benefits

A. Paid Leave (this section includes leave above any required by IC 20-28-9)

1. **Sick Leave**

The Board shall provide every Teacher **[ ] day(s)** of paid sick leave during the 2012-2013 School Year.

2. **Personal Leave**

The Board shall provide every Teacher **[ ] day(s)** of paid personal leave during the 2012-2013 School Year for the transaction of personal business and/or the conduct of personal or civic affairs.

3. **Jury Duty Leave**

The Board shall provide a Teacher on jury duty during the 2012-2013 School Year **[ ]% of his/her full Salary**, minus any compensation provided by the court.

4. **Professional Leave**

The Board shall provide every Teacher **[ ] day(s)** of paid professional leave during the 2012-2013 School Year for the purpose of attending professional conferences, seminars, conventions, or workshops, or for traveling to other schools to observe different teaching methods, curriculum, organization, etc.

B. Insurance

1. **Medical Insurance**

Medical insurance shall be provided by the Board for the term of this Agreement, with contributions by Teachers, as listed in **Appendix C**.

2. **Dental Insurance**

Dental insurance shall be provided by the Board for the term of this Agreement, with contributions by Teachers, as listed in **Appendix D**.

3. **Vision Insurance**

Vision insurance shall be provided by the Board for the term of this Agreement, with contributions by Teachers, as listed in **Appendix E**.

4. **Life Insurance**

The Board shall purchase a **$[ ]** term life insurance through IEERB Life Insurance, Inc. for each Teacher, for the term of this Agreement, upon the Teacher's application and authorization of a **$1.00** deduction from salary.

5. **Long Term Disability Insurance**

The Board shall provide a long term disability insurance program that covers each Teacher for the term of this Agreement through IEERB LTD, Inc. The benefits shall not be below **[ ]% of a Teacher's Salary** for the first two years after short term disability benefits terminate that a Teacher is totally disabled, and **[ ]% of a Teacher's Salary** for the remaining years that the Teacher remains totally disabled.

6. **Short Term Disability Insurance**

The Board shall provide short term disability insurance that covers each Teacher for the term of this Agreement through IEERB STD, Inc. The benefits shall not be below **[ ]% of a Teacher's Salary**, and shall extend for up to six months.

C. Retirement Benefits

1. **Annuity Savings Plan**

The Board shall provide a matching annuity savings plan for the term of this Agreement through IEERB Investments, Inc. The investment manager and investment vehicles will be selected solely by the Association. The Board shall match a Teacher's monthly contribution to the plan, up to a maximum of **$[ ]** per month. No initiation fees shall be charged to a Teacher.

2. **Teacher Retirement Fund**

The Board will pay [ ]% of a Teacher's portion of their Indiana Teacher Retirement Fund, up to a maximum of $[ ] per month.

Article III - Grievance Procedure

This Grievance Procedure ("Procedure") governs how grievances alleged by Teachers or the Association will be processed.

A. Definitions for the Procedure

[Enter Definitions]

B. General Provisions

1. Nothing herein shall be construed as limiting the right of any Teacher or the Association from proceeding independently of this Procedure.

2. The time limits specified may be extended by mutual agreement of the Grievant and Board.

[Enter Any Additional General Provisions]

C. Procedure

[Enter Procedure]

Length of Agreement

This Agreement shall be effective as of [ ], and shall continue in effect through **June 30, 2013**.

Ratification

This Agreement is so attested to by the parties whose signatures appear below:

Board of School Trustees **IEERB Community** **School Corporation**		**IEERB Education Association**	
Board President	Date	Association President	Date
Board Secretary	Date	Negotiations Member	Date
Board Member	Date	Negotiations Member	Date
Board Member	Date	Negotiations Member	Date
Board Member	Date	UniServ Representative	Date
Superintendent	Date		

APPENDIX A

2012-2013 Salary Schedule

[Insert Compliant Salary Schedule Here]

APPENDIX B

2012-2013 Extra Curricular Pay Schedule

[Insert Compliant ECA Schedule Here]

APPENDIX C

2012-2013 Medical Insurance Benefits

[Insert Medical Insurance Benefits Here]

APPENDIX D

2012-2013 Dental Insurance Benefits

[Insert Dental Insurance Benefits Here]

APPENDIX E

2012-2013 Vision Insurance Benefits

[Insert Vision Insurance Benefits Here]

COLLECTIVE BARGAINING AGREEMENTS

Please be advised that IC 20-29-6-4.5 prohibits collective bargaining agreements between school corporations and their exclusive representatives from containing "...Any subject not expressly listed in section 4" of IC 20-29-6. Section 4 requires a school employer to bargain collectively with the exclusive representative on salary, wages, and "salary and wage related fringe benefits, including accident, sickness, health, dental, vision, life, disability, retirement benefits, and paid time off as permitted to be bargained under IC 20-28-9-11."

IC 20-29-6-4.5(b) states that a subject "that may not be bargained collectively may not be included in an agreement entered into under this article." SBOA will review school corporations' collective bargaining agreements during the audit process to determine whether the agreements contained prohibited subjects of bargaining. The following is the rubric that our examiners will use to identify prohibited subjects. Financial losses related to a corporation's inclusion of prohibited subjects may be the personal obligation of the responsible school official or employee. (Accounting and Uniform Compliance Guidelines Manual for Indiana Public School Corporations, Chapter 9)

School Corporation: _____
Contract "entered into" date: _____
Date reviewed: _____

- Contracts entered into pre-April 21, 2011: 575 does not apply; contract terms govern until the contract expires.
- Contracts entered into between April 21, 2011 – July 1, 2011: (1) may not contain language regarding "evaluation criteria and procedures" and (2) may not extend past the date of a state budget biennium.
- Contracts entered into on or after July 1, 2011:
  - ✓ May contain only the following terms:
    - ☐ Salary.
    - ☐ Wages.
    - ☐ Salary and wage related fringe benefits, including accident, sickness, health, dental, vision, life, disability, retirement benefits, and paid time off as permitted to be bargained under IC 20-28-9-11.
      - ☐ Salary and wages include the amounts of pay increases available to employees under the salary scale adopted under IC 20-28-9-1, but do not include the teacher evaluation procedures and criteria, or any components of the teacher evaluation plan, rubric, or tool.
    - ☐ A grievance procedure, but the procedure cannot culminate in binding arbitration (authorized by IC 20-29-6-5).

COLLECTIVE BARGAINING AGREEMENTS
(Continued)

- ✓ May not contain the following terms or subjects:
  - ☐ A term that extends beyond the biennium (June 30, 2013).
  - ☐ Any item of discussion, including
    - ☐ Curriculum development and revision.
    - ☐ Textbook selection.
    - ☐ Teaching methods.
    - ☐ Hiring, evaluation, promotion, demotion, transfer, assignment, and retention of certificated employees.
    - ☐ Student discipline.
    - ☐ Expulsion or supervision of students.
    - ☐ Pupil/teacher ratio.
    - ☐ Class size or budget appropriations.
    - ☐ Safety issues for students and employees.
    - ☐ Hours. (The words "hour" and "hours" should not appear in the contract unless their inclusion is necessary to list an hourly wage such as $15 per hour, $20 per hour, etc.)
  - ☐ The school calendar.
  - ☐ Teacher dismissal procedures and criteria.
  - ☐ Restructuring options available to a school employer under federal or state statutes, regulations, or rules because of the failure of the school corporation or a school to meet federal or state accountability standards.
  - ☐ The ability of a school employer to contract, partner, or operate jointly with an educational entity that provides postsecondary credits to students of the school employer or dual credits from the school employer and the educational entity.
  - ☐ Teaching/working conditions (e.g., conference/preparation time).
  - ☐ Unpaid leave.
  - ☐ Management rights.
  - ☐ Exclusive representative rights.
  - ☐ Teacher rights (or "professional advantages" clauses).
  - ☐ Language providing for or requiring binding arbitration.
  - ☐ Reductions in force.
  - ☐ Due process.
  - ☐ Negotiation/discussion procedures.
  - ☐ Impasse procedures.
  - ☐ Paycheck deductions.

COLLECTIVE BARGAINING AGREEMENTS
(Continued)

- ☐ A wage payment arrangement detailing the number and frequency of wage payments to school employees (such agreements are authorized by IC 20-26-5-32.2, but they should not appear in the collective bargaining agreement).
- ☐ Reimbursements (however, reimbursements or allowances that function as compensation may be included in the contract; for example, mileage reimbursements that exceed the IRS standard mileage rate).
- ☐ Boilerplate contract terms not authorized by statute, such as
  - ☐ Supremacy (supersedes any other agreements);
  - ☐ Amendment to agreement ;
  - ☐ Severability clause (a/k/a conformity to law clause, savings clause, etc.); or
  - ☐ Incorporation of individual teacher contracts into CBA.
- ☐ Any other term that is not a salary, wage, or fringe benefit:
  - ☐ _____
    _____
    _____

Notes:

[1] If a contract does not contain an "entered into" date, the signature date is considered the entered into date. If the contract contains neither an entered into date nor a signature date, the effective date serves as the entered into date.