

CONTRACTUAL AGREEMENT

**For the Job Categories
Maintenance/Grounds/Delivery
Transportation
Custodial**

between the

BOARD OF SCHOOL TRUSTEES

of the

MERRILLVILLE COMMUNITY SCHOOL CORPORATION

and the

MERRILLVILLE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

an affiliate of

INDIANA STATE TEACHERS ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

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ARTICLE 1

Recognition and Definitions

(1) Section A – Recognition

The Board of School Trustees of the Merrillville Community School Corporation, hereinafter called the “Board,” hereby recognizes the Merrillville Educational Support Personnel Association, an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter called the “Association,” as the exclusive collective bargaining representative with respect to wages, hours of employment and other related conditions of employment for all employees in the bargaining unit. The Association agrees to establish and maintain itself as the collective bargaining representative to represent all employees in the bargaining unit for matters covered within this Contractual Agreement. The Board will bargain with no other collective bargaining representative with respect to this bargaining unit during the term of this Contractual Agreement and will not enter into any other contracts with members of the bargaining unit, individually or collectively, which in any way conflict with the terms and provisions of this Contractual Agreement.

(1) Section B – Definitions

1. **Bargaining Unit.** The bargaining unit shall consist of all employees within the various job classifications (See Appendix A) within the following job categories:

- (a) Maintenance Category
- (b) Transportation Category
- (c) Custodial Category
- (d) Grounds/Delivery Category

No bargaining unit employee shall be responsible for hiring, formally evaluating, promoting, demoting, laying off, recalling, transferring, disciplining, discharging, scheduling vacations, or adjusting the grievance of any employee within the bargaining unit. Superintendent’s designee shall be understood to mean a non-bargaining unit designee. This in no way limits the Head Custodians, Assistant Head Custodians, and Grounds Coordinator from issuing directives and/or supervising the employees under their direction. When a Head Custodian is absent, in school with an Assistant Head Custodian, normally the Assistant Head Custodian will be offered a temporary promotion to the Head Custodian position with the commiserate pay. The employer will determine whether a staff custodian is temporarily promoted to the Assistant Head Custodian position left vacated.

2. **Classification.** The term “classification(s)” shall refer to the various job classifications within a given job category.
3. **Employee.** Unless otherwise indicated, the term “employee(s),” when used hereinafter in this Contractual Agreement, shall refer to employees in the bargaining unit, and references to a specific gender shall be understood to include both genders. Substitutes within the job categories specified in paragraph one (1) of this Section shall be excluded from the meaning of “employee(s).”
4. **Board.** The term “Board” shall mean the Board of School Trustees of the Merrillville Community School Corporation.

5. **Employer.** The term “employer” shall mean the Board, administrators, supervisors, and any other non-bargaining unit person(s) authorized to act on behalf of the Board in dealing with its employees.
6. **Association.** The term “Association” shall mean the Merrillville Educational Support Personnel Association, an affiliate of the Indiana State Teachers Association and the National Education Association; and its officers, representatives and agents.
7. **Unit Seniority.** The term “unit seniority” shall be defined as the length of continuous service within the bargaining unit, including periods while on an unpaid leave of absence, commencing with the first day of work as a member of the bargaining unit. If two (2) or more employees have the same length of continuous service within the bargaining unit, seniority shall be determined by the date of birth, which falls earliest within the calendar year. Unit seniority shall not be interrupted by a layoff, but shall not accumulate during the period(s) of layoff.
8. **Category Seniority.** The term “category seniority” shall be defined as the length of service within a given job category, including periods while on an unpaid leave of absence, commencing with the first day of work within the job category provided that continuous service within the bargaining unit has not been broken. An employee may hold seniority in more than one (1) job category, but may accumulate seniority in only one (1) job category at a time. If two (2) or more employees have the same length of service within a given job category, the employee with the greatest unit seniority shall be considered senior. Category seniority shall not be interrupted by a layoff, but shall not accumulate during the period(s) of layoff.
9. **Classification Seniority.** The term “classification seniority” shall be defined as the length of service within a given job classification, including periods while on an unpaid leave of absence, commencing with the first day of work within the job classification provided that continuous service within the bargaining unit has not been broken. An employee may hold seniority in more than one (1) job classification, but may accumulate seniority in only one (1) job classification at a time. If two (2) or more employees have the same length of service within a given job classification, the employee with the greatest category seniority shall be considered senior. Classification seniority shall not be interrupted by a layoff, but shall not accumulate during the period(s) of layoff.
10. **Director.** The term “Director” for Maintenance/Grounds/Delivery Category employees and Custodial Category employees shall refer to the Director of Maintenance Services. The term “Director” for Transportation Category employees shall refer to the Director of Transportation.
11. **Immediate Supervisor.** As of the date of the signing of this Contractual Agreement, “immediate supervisor” shall be defined as follows:
 - a. The immediate supervisor of Class VI custodians shall be their head custodian or assistant head custodian, whichever is applicable.
 - b. The immediate supervisor of head custodians and assistant head custodians shall

be their building principal or assistant principal.

- c. The immediate supervisor of Class VI custodians assigned to a building or site to which no head custodian is assigned shall be the Director of Maintenance Services.
- d. The immediate supervisor of all Maintenance/Grounds/Delivery Category employees except Class VI grounds services employees and Class VII delivery services employees shall be the Director of Maintenance Services.
- e. The immediate supervisor of Class VI grounds services employees and Class VII delivery services employees shall be the grounds coordinator.
- f. The immediate supervisor of Transportation Category employees shall be the Director of Transportation.

In the event the employer elects to designate a different immediate supervisor, each affected employee and the Association President shall be notified prior to the effective date of the change.

12. Probationary Employee. Any employee new to the bargaining unit and any employee rehired after a break in continuous service shall be a probationary employee during his/her first sixty (60) calendar days of employment commencing with the first day of work within the bargaining unit. During this sixty (60) calendar day probationary period, such employee may be laid off, transferred, disciplined, suspended or discharged as exclusively determined by the employer. During this probationary period such employee shall have no recourse to the grievance procedure contained in this Contractual Agreement. A probationary employee shall not have the right to apply for an open position unless such open position would result in increased hours of work. A probationary employee shall be paid in accordance with the wage rates set forth in Appendix A of this Contractual Agreement and shall be eligible to participate in the Merrillville Community School Corporation hospitalization, major medical and dental insurance plans outlined in Article 14, Section B; however, no benefits such as those outlined in Articles 10, 11, 12, and 13 will be extended to the newly hired employee until the probationary period has been passed. A probationary employee retained by the employer after completion of the sixty (60) calendar day period shall become eligible for all benefits and provisions embodied in this Contractual Agreement commencing with his/her sixty-first (61st) calendar day of employment.

13. Semi-probationary Employee. The term "semi-probationary employee" shall refer to any employee who is awarded an open position in accordance with Article 6, Section B(3) of this Contractual Agreement. Such semi-probationary status shall exist for a maximum of twenty (20) work days. The employer and the employee may by mutual written agreement agree to a semi-probationary period of less than twenty (20) work days. During this twenty (20) working day semi-probationary period, the employee shall have the right to return to his/her former position. During this twenty (20) working day period, his/her Director may reassign the employee to his/her former position and shall state, in writing, the reason(s) for such reassignment. Such reassignment shall, upon the request of the employee and/or the Association be reviewed by the Superintendent or the Superintendent's designee. Only when an employee successfully completes the semi-probationary period shall the position which the

employee is vacating become an open position.

14. **Reassignment and Transfer.** The term “reassignment” shall refer to a change of work area within an employee’s presently assigned building and shift. The term “transfer” shall refer to a change of position to a different building or a different shift within an employee’s presently assigned building.

15. **Temporary Employees.** The Association recognizes that the Board may hire additional employees periodically for such non-skilled tasks as delivering paper, maintaining the grounds during the summer, moving furniture, and additional duties as directed by the Director of Maintenance.

In the event that additional services are needed, the Director of Maintenance will communicate to the Association President or his/her designee an approximate number of the additional personnel needed.

It is further agreed that these employees are not year round employees or members of the bargaining unit, and do not gain benefits. They do not accrue seniority or vacation days. They do not work on holidays, do not gain overtime, and usually do not work on weekends.

ARTICLE 2

Communication and Mutual Cooperation

Outside the negotiating process it is recognized that there is a need for regular dialogue and communication between the Association and the employer. This need for communication may be to exchange information or it may be of a nature necessitated by actions of the Association or the employer, which appear to one of the parties to be in contradiction to good relations. Representatives of the Association and the employer shall arrange reasonable meeting times and places.

ARTICLE 3

Employee and Association Rights

(3) Section A

Employees shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The employer agrees that it shall not discriminate against any employee with respect to wages, hours, or other terms and conditions of employment by reason of his/her membership in the Association.

(3) Section B

Nothing herein shall be construed to deny or restrict to any employee such rights as he/she may have under Indiana laws or other applicable laws and regulations. No complaint arising under this section shall be subject to the grievance procedure except by agreement of the parties; however, nothing herein shall be construed to deny any employee the right to seek redress in the courts. The rights granted to employees hereunder shall be deemed to be in addition to those provided under Indiana laws or other applicable laws and regulations.

(3) Section C

The employer agrees that the provisions of this Contractual Agreement shall be applied

without regard to race, creed, religion, color, sex, or national origin.

(3) Section D - Due Process

Suspension without pay or discharge of an employee retained by the employer after the completion of the sixty (60) calendar day probationary period will be for just cause only.

A non-probationary employee may file a grievance after receipt of a written notice of an unpaid suspension. The provisions of this Section shall not be subject to the grievance procedure beyond Step Two; however, following the completion of Step Two, the employee shall be entitled to a hearing before the Board. A request for such Board hearing must be submitted within fourteen (14) calendar days following receipt of the Superintendent's disposition. Either party may request, prior to the Board hearing, a pre-hearing conference the purpose of which shall be as specified in Article 18, Section C, sub section 3. The employee must exhaust this procedure before seeking any other type of relief.

A non-probationary employee may file a grievance commencing at Step Two within fourteen (14) calendar days after receipt of a written notice that the employer intends to recommend that he/she be discharged. The Superintendent or his/her designee shall indicate his/her disposition of the grievance in writing within fourteen (14) calendar days of the submission of the grievance. The provisions of this Section shall not be subject to the grievance procedure beyond Step Two; however, following the completion of Step Two, the employee shall be entitled to a hearing before the Board. A request for such Board hearing must be submitted within fourteen (14) calendar days following receipt of the Superintendent's disposition. Either party may request, prior to the Board hearing, a pre-hearing conference the purpose of which shall be as specified in Article 18, Section C, sub section 3. The employee must exhaust this procedure before seeking any other type of relief.

(3) Section E - Representation

When the employer summons an employee to a conference the purpose of which is to conduct an investigation which could reasonably be expected to result in disciplinary action less severe than suspension or dismissal, the employee shall be entitled to have a currently available representative of the Association present to advise him/her and represent him/her.

When the employer summons an employee to a conference the purpose of which is to conduct an investigation which could reasonably be expected to result in suspension or dismissal, the employer shall inform the employee in writing in advance that the conference might lead to disciplinary action and that the employee has the right to have a currently available Association representative attend the conference. The conference shall be delayed up to twenty-four (24) hours, if necessary, for the employee to arrange for his/her choice of a representative(s) to be present at the conference. If the employer fails to give such written notice, and an Association representative is not present at the conference, nothing which the employee says at the conference will be used in any subsequent consideration of the employee's suspension or dismissal.

When the employer summons an employee to a conference the purpose of which is not to conduct an investigation, but to administer disciplinary action, the employee shall be entitled to have a currently available representative of the Association present to advise him/her and represent him/her.

(3) Section F - Personnel File

An employee shall have the right to be informed if anything of a derogatory nature is placed in his/her personnel file. The employee will be given a copy of the material after signing and dating the material to indicate that he/she has seen the material and received a copy; however, this signature does not indicate agreement with its contents. If the employee chooses to respond in writing, he/she shall do so within thirty (30) calendar days after signing the material, and his/her written response shall be attached to the material and placed in his/her personnel file. Failure of the employee to respond in writing to any derogatory material shall not be construed to indicate agreement with its contents. The contents shall not be subject to the grievance procedure; however, in the event of a suspension or discharge, the content of the materials and the written response may be introduced into evidence by either party at any step of the procedure outlined in Section D of this Article.

Employees shall be permitted make arrangements in writing with the Director of Personnel to see and duplicate any material in their personnel file except information secured in the course of employing the employee and material specifically excluded by law.

An employee may request in writing that the Director of Personnel remove from his/her personnel file any material of a derogatory nature if the material is three (3) or more years old.

(3) Section G - Association Access

An Association authorized representative(s) shall have access to the schools when the schools are open for the purpose of communicating with the employees and/or observing working conditions; however, such visits shall be conducted as expeditiously as possible and the representative(s) shall not interfere with the duties of the employees or the normal operation of the schools. The representative(s) shall check in with the office first if the office is open.

(3) Section H - Posting Notices

The employer will allow the Association to post notices of activities and matters of Association concern on bulletin boards designated by the Director. At least one (1) such bulletin board shall be provided in each school, the Administrative Service Center, the Maintenance Service Center, and the Transportation Department.

(3) Section I - Use of Facilities

The Association shall have the right to use school buildings for meetings when school is not in session. Requests in writing for the use of a school building shall be cleared in advance (a week's notice when possible) with the appropriate administrator.

The Association will not be charged a rental fee but shall pay whatever charges may be assessed by the employer, in accord with Board policy, to defray the overtime wages of any custodial personnel whose services may be requested or required for custodial services to put the meeting areas(s) in order.

(3) Section J - Association Dues Deduction

The employer shall deduct from the salary of an employee who is a member of the Association the dues of the Association as voluntarily and individually authorized by the employee on a form provided by the Association. The necessary information shall be

submitted by the Association to the Payroll Department in the Administrative Services Center. For twelve-month employees these deductions shall be made in equal amounts from twenty-six (26) pay periods during the Association membership year (September 1 - August 31). For new members joining the Association during the membership year, deductions in this same amount will commence with the paycheck issued not less than seven (7) nor more than twenty (20) calendar days following receipt of the dues deduction form. For an employee working less than twelve months, the annual Association dues deductions shall be divided equally over the number of pays within his/her work year. The deductions shall be remitted not less frequently than bi-weekly to the Association.

The authorization for payroll deduction of Association membership dues shall be on a continuing basis unless revoked, in writing, by the employee. Said revocation shall be in writing to both the employer and the Association. The Association shall notify the Payroll Department of any change in the amount of annual Association membership dues on or before August 1.

(3) Section K - Seniority List

The employer shall supply the Association with a current seniority list once each year during the month of September. This seniority list shall include the unit seniority, category(ies) seniority, and classification(s) seniority of each employee.

(3) Section L - Notification of Personnel Changes

At least once per month the employer agrees to supply the Association with copies of personnel reports submitted to the Board, which reports shall include the name, date of hire, category, classification and assigned building of each new employee and the name of each employee who leaves the bargaining unit.

(3) Section M - Drug and Alcohol Testing

If an employee is required to submit to a drug and/or alcohol test pursuant to the Omnibus Transportation Employees Act of 1991, the employer will be responsible for the costs of the administration of the test. If an employee who has been tested, requests a confirmation test, and the confirmation test result is positive, the employee will be responsible for the costs of the administration of the confirmation test.

(3) Section N - CDL Physical Examination

If the employer requires an employee to hold a Commercial Driver's License as a condition of employment, the employer shall reimburse such employee up to \$75.00 toward the cost of the physical examination required to renew the employee's CDL. If an employee's physician requires such physical examination more often than every other year, the employer shall have the right to require the employee to be examined by a physician of the employer's choosing to verify the need for the physical examination. In the event the employer requires a medical examination in addition to the examination required to obtain or renew a license to perform necessary job duties, the employer shall pay the cost of such medical examination.

(3) Section O - Association Business

Paid leave may be granted at the discretion of the Superintendent upon request of the Association for the conduct of Association business. The Association will pay any substitute costs.

(3) Section P - Job Descriptions

The employer shall provide each employee with a copy of the job description for the position currently being held by the applicable employee. A copy of each job description shall be sent to the Association president. Changes to a category/classification job description shall be provided in writing to the affected employee(s) and the Association President within fourteen (14) days when practicable. An employee may request that his job description be reviewed and/or updated.

ARTICLE 4 **Evaluations**

(4) Section A - General Periodic Evaluations

In the event periodic evaluations are to be utilized within a specific category all employees within the category shall be evaluated within the period.

(4) Section B - Individual Deficiency Evaluations

In addition to any corrective discipline, which the employer may deem appropriate, evaluations intended to make employees aware of deficiencies may be conducted at any time.

(4) Section C - Evaluation Procedure

The appropriate administrator (with input from the applicable Head Custodian, Assistant Head Custodian, Principal, Assistant Principal, or Grounds Coordinator when appropriate) shall be the person responsible for making the evaluation. A copy of the evaluation, signed by the appropriate administrator, will be given to the employee. The employee shall have the right to a conference for the purpose of discussing the evaluation. The employee will sign and date the evaluation to indicate that he/she has been given a copy of the evaluation; however, this signature does not indicate agreement with the evaluation. If the employee chooses to submit a written response, he/she shall do so within thirty (30) calendar days after signing the evaluation, and his/her written response shall be attached to the evaluation. Failure of the employee to respond in writing to an evaluation shall not be construed to indicate agreement with its content. A periodic evaluation and the employee's written response to the evaluation, if any, shall be placed in the employee's personnel file. Individual deficiency evaluations shall include written recommendations for improvement. An individual deficiency evaluation and the employee's written response, if any, shall be placed in the employee's personnel file unless the employee is otherwise notified within forty-five (45) calendar days after the employee receives the individual deficiency evaluation. The content of an evaluation shall not be subject to the grievance procedure; however, in the event of a suspension or discharge, the content of the employee's evaluation and the employee's written response may be introduced into evidence by either party at any step of the procedure outlined in Article 3, Section D.

ARTICLE 5 **In-Service Training**

Employees may be required to attend and participate in in-service training as scheduled from time to time by the employer. The following guidelines shall apply to in-service

training scheduled outside an employee's regular workday:

1. An employee shall be given at least thirty (30) calendar days notice of any training session the employee is required to attend outside of the employee's normal work time.
2. Attendance shall be mandatory, with exceptions being: verified personal illness, verified family illness, verified bereavement, paid vacation or other pre-approved absence.
3. An employee shall be paid his/her regular hourly rate for the time spent in training; provided such time does not exceed forty (40) hours per week or eight (8) hours per day. Any time in excess of forty (40) hours per week or eight (8) hours per day as specified in Article 8, Section G, shall be paid at the rate of one and one half (1½) times the employee's hourly rate.
4. The in-service training to be offered as specified in paragraphs one through three above shall be held on Monday through Friday and shall not be held on a paid holiday or during Thanksgiving, Winter or Spring Breaks.
5. In addition to the training specified in paragraphs one through four above, an employee may be required to attend, with the exceptions specified in paragraph two above, a maximum of two (2) training sessions requiring overnight attendance per calendar year. These sessions shall not be held on Saturday and/or Sunday, and shall not be for more than three (3) consecutive days per session. An employee shall be given at least thirty (30) calendar days notice of any such training session. Any employee attending such a session shall be paid his/her regular hourly rate for all time in actual attendance at the training session itself (subject to the overtime provisions of Article 8, Section G) or his/her regular daily rate of pay, whichever is greater. The employee shall be provided transportation by the employer or, in the event use of the employee's vehicle is authorized, mileage at the rate designated by the U. S. Internal Revenue Service. Arrangements will be made in advance for the employer to pay registration fees, training material fees, and reasonable room and meal expenses. If the employer determines that the employee needs to travel to the training on a normal work day, the employee shall do so without having to take a paid leave day.

ARTICLE 6

Filling of Positions

(6) Section A - Posting of Open Positions

All bargaining unit positions which become open, including new positions and positions with an increase in two (2) hours or more, shall be posted within ten (10) calendar days after the opening occurs. The open position shall be posted for a period of ten (10) calendar days in each building and a copy sent to the Association president. An employee who wishes to apply must make written application within the ten (10) calendar day posting period. These postings shall bear the date on which it is being delivered to the buildings, and shall include the category and classification, job duties, qualifications, location, areas of assignment and responsibility at the time of the posting, hourly schedule, normal number of days per year if less than a twelve (12) month position, the deadline for filing applications, and to whom

application is to be made.

In the event the employer elects to eliminate an open position, the employer shall notify the Association president, in writing, of the specific position(s) being eliminated within ten (10) calendar days after the position becomes open.

(6) Section B - Filling of Positions

Open positions within the bargaining unit shall be filled in the following order:

1. An open Custodial Category Class II, Class III, or Class VI position will be awarded to the applicant with the greatest classification seniority who is presently assigned and working within the specific classification in which the opening occurs. This lateral transfer shall be made within fourteen (14) calendar days following the posting period. The request for a lateral transfer to an open position within Custodial Category Class II, Class III, or Class VI may be denied this applicant with the greatest classification seniority for cause only after a meeting with the employee, Association representative if requested by the employee, and the Director of Maintenance Services. Upon request, the employee will be given the reasons for the denial in writing. The Association president will be notified of such a denial. An employee shall only successfully bid on a lateral position of the same shift, one time during a rolling calendar year.
2. An open Custodial Category Class VI position will be awarded to the applicant with the greatest custodial category seniority. This transfer shall be made within fourteen (14) calendar days following the posting period. The request for a transfer to an open position within Custodial Category VI may be denied this applicant with the greatest custodial category seniority for cause only after a meeting with the employee, Association representative if requested by the employee, and the Director of Maintenance Services. Upon request, the employee will be given the reasons for the denial in writing. The Association president will be notified of such a denial.
3. Applicants within the bargaining unit shall receive due consideration before applicants from outside the bargaining unit are considered. It is understood that an individual not in the bargaining unit may be considered and may be offered the position. For open positions within the Maintenance Category Class I, Class II and Class V, and for open positions within the Transportation Category Class I and Class II, the employer may seek applicants outside the bargaining unit simultaneously with the posting of the open position. For all other open positions the employer will give due consideration to applicants from within the bargaining unit before applicants from outside the School Corporation are sought. When the employer determines that the job knowledge, training, ability, skill, efficiency, and, when applicable, previous supervisory experience of the applicants are relatively equal, unit seniority shall govern. The employer will fill open positions within thirty (30) days of the date of the opening if practicable. An employee assigned to an open position pursuant to this subsection will be assigned on a semi-probationary basis for a period not to exceed twenty (20) work days. The employer and the Bargaining Agent may by mutual written agreement agree to a semi-probationary period of less than twenty (20) work days. During this twenty (20) working day semi-probationary period, the employee shall have the right to return to his/her former position. During this twenty (20) working day period, his/her Director may reassign the employee to his/her former position and state, in writing, the reason(s) for such reassignment. Such reassignment shall, upon the request of the employee and/or

the Association, be reviewed by the Superintendent or the Superintendent's designee. Only when an employee successfully completes the semi-probationary period shall the position which the employee is vacating become an open position.

4. For certain positions, the employer may choose to issue a test to check an applicant's qualifications for the position in question. All employees shall be allowed to test for any position on a voluntary basis. An applicant may take the test after the position has been posted. A passing score will be determined by the job posting for the position in question. A passing score will be valid for the position in question or an identical position for one hundred eighty (180) days from the date of the passing score. Normally a current employee will not be required to test for a position that is considered a lateral move. Testing will be conducted outside of work time and the employee taking the test will not be paid.
5. The language of subsections (1) through (3) of this Section notwithstanding, subsequent to the date of the signing of this Contractual Agreement, no employee will be assigned to a position which would require that a Head Custodian, an Assistant Head Custodian, a Class I Maintenance employee, or a Class I Mechanic have supervisory or evaluative responsibility over his/her spouse, parent, or child.

(6) Section C - Involuntary Transfers within Custodial Category Class VI

An involuntary transfer within the Custodial Category Class VI shall be made only after a meeting with the employee, Association representative if requested by the employee, and the Director of Maintenance Services. Upon request, the employee will be given the reasons for the involuntary transfer in writing. No Custodial Category Class VI employee will be transferred involuntarily merely to create an open position for another Custodial Category Class VI employee. The Association president will be notified of such an involuntary transfer.

(6) Section D – Involuntary Transfer of Custodial Category, Classification I, II, III, or IV

An involuntary transfer within the Custodial Category Class I, II, III, or IV to a Class VI shall be made only after a meeting with the employee, Association representative if requested by the employee, and the Director of Maintenance Services. Upon request, the employee will be given the reasons for the involuntary transfer in writing. No Custodial Category Class I, II, III, or IV will be transferred involuntarily to a Class VI merely to create an open position for another Custodial Category Class I, II, III, or IV employee. The Association president will be notified of such an involuntary transfer.

(6) Section E – Notification of Bidders

An employee who bids on an open position will receive from the employer a written acknowledgment that the bid has been received. An employee who bids on an open position and the Association president will receive written notification of the employer's disposition. Upon request, the Association president will be provided with the names of all the bidders.

(6) Section F - New Positions

In the event a new position is not specifically addressed in this Contractual Agreement, the parties shall meet to agree upon the pay for such position prior to its being posted/awarded if possible. If it is not possible to meet prior to the position's being posted/awarded, the

posting shall indicate that the pay is “to be negotiated,” and the parties shall meet as soon afterward as possible.

(6) Section G - Resignation

An employee who resigns must give two (2) weeks written notice, if possible.

ARTICLE 7

Layoff

In the event the number of employees and/or positions are to be reduced, the reduction shall be accomplished in accordance with the provisions set forth in Appendix C of this Contractual Agreement.

ARTICLE 8

Hours of Work/Schedules and Overtime

(8) Section A - Work Week

The normal work week shall be Monday through Friday and shall consist of forty (40) hours. The normal work week shall commence at 12:01 a.m. on Saturday.

For any newly created or open position the employer may designate a work week other than Monday through Friday provided the employer specifies the work week at the time of posting and the scheduled work days are consecutive.

The employer may also designate a work week other than Monday through Friday for a currently filled position(s) by providing the affected employee(s) with a minimum of fourteen (14) calendar days notice prior to the effective date of the change. Any such change shall be for a minimum of three hundred sixty-five (365) calendar days unless the affected employee agrees to a subsequent change. In the event the work week change involves a currently filled position(s) in Custodial Category Class VI, all Custodial Category Class VI employees assigned to the building and the shift in which the change is made shall be offered the position in order of greatest unit seniority. If no such Custodial Category Class VI employee accepts the position, the Custodial Category Class VI employee(s) with the least unit seniority assigned to the shift and the affected building shall have the option to: (1) be assigned the changed work week, or (2) bump the Custodial Category Class VI employee with the least unit seniority in the School Corporation assigned the same number of work hours. In the event the affected employee(s) elects option (2), the bumped employee(s) shall be assigned to the position with the changed work week. In all other category/classifications, the new work week schedule change shall be offered in order of greatest classification seniority. If no such employee accepts the new schedule change, it shall be assigned to the employee with the least classification seniority, in the affected classification.

(8) Section B - Work Day

The normal work day shall consist of eight (8) consecutive hours of work, inclusive of a thirty (30) minute paid lunch period, in any twenty-four (24) hour period commencing at the beginning of an employee’s regular shift. The hours of each employee scheduled to work less than an eight (8) hour day shall be consecutive.

(8) Section C - Beeper Duty Pay

Employees within the Maintenance Category who carry the beeper and who are on call shall, in addition to their regular and overtime pay, be compensated in an amount equal to two (2) hours of their regular pay at time and one-half for each seven calendar day period of such duty. Such beeper duty shall be assigned on a rotating basis.

(8) Section D - Call-Back Overtime

To be classified as call-back service there must be a break between the period for which the employee was called back and the employee's regular shift.

1. Employees within the Maintenance/Grounds/Delivery Category shall be paid a minimum of one (1) hour of pay at time and one-half for each call-back.
2. Employees within the Transportation Category shall be paid a minimum of one (1) hour of pay at time and one-half for each call back.
3. Employees within the Custodial Category shall be paid a minimum of two (2) hours of pay at time and one-half for each call-back.

(8) Section E - Shift Differential Pay

Each Custodial employee assigned to the afternoon shift shall receive a shift differential payment of ten cents (\$.10) per hour. Each Custodial employee assigned to the midnight shift shall receive a shift differential payment of twenty cents (\$.20) per hour.

(8) Section F - Weekend and Holiday Building Checks

Employees scheduled by the Director of Maintenance Services with the responsibility for Saturday, Sunday and holiday building checks will be paid at the rate of one and one-half (1 ½) times their hourly rate with a minimum guarantee of one (1) hour's pay at time and one-half per visit.

(8) Section G - Compensatory Time

The employer shall specify to the employee if work beyond eight (8) hours in any given workday or forty (40) hours in a given workweek is being offered as compensatory time or overtime. Compensatory time shall be on a voluntary basis only.

Compensatory time off for time worked in excess of forty (40) hours within the work week shall equal one and one-half (1 ½) times the actual extra time worked.

(8) Section H - Prior Approval for Overtime

All overtime must have the prior approval of the Assistant Superintendent of Business or his/her designee.

(8) Section I - Rate of Pay for Overtime

Overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for:

1. All time worked in excess of eight (8) hours in any one (1) work day except as specified in Section L(2) and Section L(3) of this Article.

2. All time worked in excess of forty hours (40) in any one (1) workweek.
3. All work performed on any day other than the employee's regularly scheduled five (5) days of work within the workweek.
4. All work performed on the holidays enumerated in Article 12. This is in addition to the employee's regular holiday pay.

Overtime is computed for time at the work site and does not include travel to and from work.

Overtime shall be paid on a weekly or daily basis, whichever is greater, but in no case both.

Paid holidays, paid vacation days, and all paid leave days provided for in Article 10 shall be considered as days worked for purposes of determining eligibility for overtime pay.

Normally overtime work shall be on a voluntary basis; however, the parties recognize there may be emergencies or extenuating circumstances in which overtime will be assigned.

(8) Section J - Overtime Equalized

Employees shall notify their immediate supervisor of their availability for overtime work. For purposes of this section, the following job categories shall be recognized and, insofar as practicable, an effort will be made to distribute offered overtime work on an equitable basis among equally qualified employees in each of these job categories:

- (1) Transportation Class I and II
- (2) The custodial employees within each building.
- (3) Maintenance Categories I, II, III, IV
- (4) Ground/Delivery Categories I, II, III

Nothing in this section shall be construed to mean that overtime among or between the various job categories/classifications shall be equalized.

(8) Section K - Paid Lunch Periods and Breaks

1. Employees assigned four (4) hours or more per day shall be assigned a minimum of a paid break of fifteen (15) minutes.
2. Employees assigned five (5) hours or more per day shall be assigned a minimum of a thirty (30) minute paid lunch period.
3. Employees assigned six (6) hours or more per day shall be assigned a thirty (30) minute paid lunch period plus one (1) fifteen (15) minute paid break period.
4. Employees assigned eight (8) hours per day shall be assigned a thirty (30) minute paid lunch period and two (2) fifteen (15) minute paid break periods; however, during the life of this Contractual Agreement, Transportation Category employees shall be assigned one (1) sixty (60) minute paid lunch period rather than a than a thirty (30) minute paid lunch period and two (2) fifteen (15) minute paid breaks.

Each employee scheduled to work eight (8) hours per day shall have a thirty (30)

consecutive minute duty free lunch period during which the employee shall have the right to leave the building unless otherwise specified by the employee's immediate supervisor. The lunch periods of eight (8) hour employees shall normally be scheduled some time during the fourth (4th) and fifth (5th) hours of work. Lunch periods permanently scheduled before or after the fourth (4th) and fifth (5th) hours of work must be mutually agreed upon, in writing, by the employee and the employee's immediate supervisor.

If, because there is only one (1) employee on duty or for any other reason, an employee is required to remain in the building during his/her lunch period, or if on any given day an employee's thirty (30) consecutive minute lunch period is interrupted, the appropriate adjustment shall be made in the amount of any compensatory time off which is required by the Fair Labor Standards Act, [See (8) Section E - Compensatory Time].

(8) Section L - Work Schedules

1. Split shift schedules (workdays consisting of non-consecutive hours of work) shall be on a voluntary basis only and shall require written approval of the currently assigned employee(s) with written notice to the Association President.
2. No employee shall be involuntarily assigned to a multiple shift position, a position with different starting and ending times on different workdays. For any newly created or vacant position, the employer may designate a multiple shift assignment, provided the employer specifies the multiple shift assignment at the time of posting and the workweek consists of five (5) consecutive calendar days.
3. Temporary shift changes for (a) teacher in-service days, (b) winter break, (c) spring break, (d) when schools are not in session, and (e) summer break shall require no less than seven (7) calendar days prior notice of such change. An employee on a temporary shift change shall be paid the rate of his/her regularly scheduled shift or the rate of the temporary shift assignment, whichever is greater. In the event an employee requests to remain on his/her regularly assigned shift due to (a) other job responsibilities and/or (b) parental responsibilities, the employer shall make every reasonable effort to accommodate the employee's request.
4. Permanent shift changes shall be made in accordance with the provisions of Article 7 and Appendix C.
5. When the employer does not seek to accomplish a shift change (e.g. from the day shift to the afternoon shift) but merely seeks to alter the starting and ending times of the employee's currently assigned shift, the following shall apply: an employee's shift starting and ending times may be changed from his/her basic work schedule up to a maximum of two (2) times within any twelve (12) month period commencing the date of the first change. The employer shall provide each affected employee with a minimum of fourteen (14) calendar days notice prior to the effective date of such change.
6. There shall be no staggering of time of any employee at any time, except as provided for within this Article, for the purpose of eliminating overtime.
7. Any permanent reassignment of a Custodial Category Class VI employee's assigned work area shall be made by the Director of Maintenance Services, with input from the applicable Head Custodian or Assistant Head Custodian. Upon the request of the

reassigned employee, the reassignment shall be placed in writing and a copy sent to the Association President.

(8) Section M - Emergency Closing of Schools

In the case of emergency closing of school due to severe weather conditions or any other emergency, the employees covered by this Contractual Agreement shall be expected to report to work in which case the employees, excluding the opening custodians, who are unable to report to work may at their discretion take an unpaid day or use a personal business day or vacation day provided such days remain available to them.

It is recognized that in the event of a severe emergency, an emergency in excess of several days duration, or in some other circumstance, the Superintendent may announce via the media that the employees covered by this Contractual Agreement are not to report to work, in which case the employees may at their discretion take an unpaid day or use a personal business day or vacation day provided such days remain available to them.

(8) Section N - Emergency Early Closing of Schools

In case of early closing of school, employees who have reported to work at their regularly scheduled time, or at the request of the employer, shall be paid for one-half (1/2) of their normal daily rate or for the actual hours worked whichever is greater. If an employee will receive less than his/her normal daily rate because of an early closing, in order to receive his/her normal daily rate, the employee may, at his/her discretion use one half (1/2) of a personal business day or one half (1/2) of a vacation day provided such days remain available to the employee.

(8) Section O - Temporary Assignment

An employee who on any given work day is temporarily assigned by the employer to a position in a job classification other than his/her regular job classification for one-half (1/2) or more of his/her normal work day shall, for that day, receive the rate of his/her regular job classification or the rate of the job classification to which he/she has been temporarily assigned, whichever is higher, provided the employee is in fact performing the normal duties of that position. When a temporary assignment within a given classification is offered, such assignments will be offered to the employee(s), within that classification, within that building, in order of greatest classification seniority; if no such employee(s) accepts the position, the assignment shall be assigned to the employee, within that classification, with the least classification seniority.

An employee working as a head custodian for the five (5) working days preceding the weekend building check, shall receive head custodial pay while performing the weekend building check.

(8) Section P - Additional Hours for Short-Hour Custodians

A custodial employee whose assignment is less than eight (8) hours a day may submit to the Director of Maintenance a written request to work additional hours whenever a substitute is needed at his/her school. When practicable, the opportunity to work the additional hours may be provided for such an employee if no overtime is involved; however, this opportunity may be forfeited by three (3) rejections of offers of such substitute work within a twelve (12) month period.

(8) Section Q - Travel Pay

When an employee is assigned to two (2) or more buildings in a given work day, the necessary travel time will be considered work time, and, if the employee uses his/her own vehicle, he/she shall be paid mileage at the rate designated by the U.S. Internal Revenue Service. When an employee is asked to use his/her vehicle for school business, the necessary travel time shall be considered work time, and, if the travel requires additional mileage for the employee, he/she shall be paid mileage at the rate designated by the U.S. Internal Revenue Service. It is the understanding of the parties that all such travel shall be covered by Worker's Compensation; however, it is recognized that the resolution of a dispute as to coverage by Worker's Compensation is the responsibility of the Worker's Compensation Board of the State of Indiana and shall not be subject to the grievance procedure.

ARTICLE 9
Wage Rates

(9) Section A - Wage Rates

Employees shall be paid in accordance with the wage rates set forth in Appendix A of this Contractual Agreement.

(9) Section B - Experience Step Credit on Wage Schedule

Wage adjustments for experience steps shall be made on January 1. An employee who changes classification shall be advanced one (1) step on the wage schedule on January 1 if the change in classification occurred on or before July 15. An employee who is on official leave of absence without pay in excess of six (6) months in a given calendar year shall not receive a step credit on the wage schedule for that calendar year.

(9) Section C - New Employees

A new employee working a twelve (12) month schedule shall be advanced one step on the wage schedule if his employment date is on or before July 15. A new employee working less than a twelve (12) month schedule shall be advanced one step on the wage schedule if his employment date is on or before April 1.

At the discretion of the employer, step credit may be given for prior experience for new employees within the Transportation Category and for new employees within the Maintenance Category I, II, III, IV; Custodial Category I, II, III, IV, VI; and Ground-Delivery Category I, II, and III. A position shall not be filled with a new employee who receives step credit for prior experience until the Association and the employer have met and reviewed the qualifications of all applicants for the position and considered the propriety of recognizing such prior experience.

(9) Section D - Change in Classification

An employee who moves to a position in a classification with a higher rate of pay, regardless of category, shall be placed at the new classification's lowest experience step on the wage schedule which will result in an increase in pay for that employee. An employee who moves to a position in a classification with a lower rate of pay (other than Custodial Category Class VI), regardless of category, shall remain at his/her current experience step on the wage schedule. Experience step placement on the wage schedule for a Custodial Category Class VI position shall be determined by unit seniority.

An employee who moves from a Class II to a Class I position within the Maintenance/ Grounds/Delivery Category and an employee who moves from a Class II to a Class I position within the Transportation Category shall remain at his/her current experience step on the wage schedule.

ARTICLE 10 **Paid Leaves**

(10) Section A - Sick Leave

1. Sick Leave Accrual for Twelve Month Employees

A new employee working a twelve (12) month schedule, after completion of the sixty (60) calendar day probationary period, is allowed eight (8) days of sick leave in the first calendar year of employment if the first day of work is prior to June 1, and four (4) days if the first day of work is after May 31. Thereafter the employee is allowed eight (8) days each calendar year cumulative without limit.

2. Sick Leave Accrual for Less Than Twelve Month Employees

A new employee working less than a twelve (12) month schedule, after completion of the sixty (60) calendar day probationary period, is allowed six (6) days in the first calendar year of employment if the first day of work is prior to June 1, and three (3) days if the first day of work is after May 31. Thereafter, the employee is allowed six (6) days each calendar year cumulative without limit.

3. Use of Sick Days

All employees absent because of illness shall be required to sign the personnel absentee form when they return to work.

4. Sick Leave Pay

Sick leave pay shall be equivalent to the employee's regular straight time daily rate of pay. Sick days shall be taken in units of one-half ($\frac{1}{2}$) day or a full day. If the employee does not take his/her fifteen (15) minute break; one-half ($\frac{1}{2}$) day is equal to three and one half ($3\frac{1}{2}$) hours, at four hours pay for an eight hour employee. If an employee chooses to take his/her fifteen (15) minute break, one-half ($\frac{1}{2}$) day is equal to three and three quarters ($3\frac{3}{4}$) hours, at four hours pay for an eight hour employee.

5. Doctors' Certificates

A statement on the absentee form by the employee specifying the nature of the illness will usually suffice for any absence of less than five (5) consecutive work days; however, medical verification of illness may be requested at any time by the employer for an absence of less than five (5) days. A doctor's written statement specifying the nature of the illness and the approval of returning to work will be required for absences of five (5) consecutive days or longer.

6. Donation of Sick Days

Maintenance/Grounds Delivery, Transportation, and Custodial employees may donate up to two (2) sick days in a given school year. These days may be donated to any bargaining unit employee who, in the case of their extended illness, has exhausted his/her sick leave days, and personal business days. Only employees that work the same amount of hours or more per day as the employee making the request will be allowed to donate. These days will be donated and taken in full day increments. A request for such donations will be made through the President of the Association. With the consent of the employee making the request, the Association may convey the request, which will include the name of the employee making the request, to the custodial/maintenance staff, and will circulate the appropriate form among the unit. Completed forms, including the names of the employees donating days and the number of days the employee donated, will be submitted to the Superintendent by the President of the Association. A doctor's certificate will confirm the illness. The maximum number of days that may be donated to a given employee in a given year is the number of days it would take to enable that employee to be eligible for long term disability insurance.

(10) Section B - Family Illness Leave

Employees shall be allowed up to three (3) days leave per calendar year (not cumulative but deducted from accumulated personal illness days) in case of serious illness, major surgery, or serious accident involving a member of their immediate family. The term "immediate family," for this purpose, shall be defined as: wife, husband, mother, father, son, daughter, or grandchild of the employee.

In the event emergency conditions arise, an extension of family illness leave may be granted without pay by the Superintendent. In all cases of approved extension, a written application shall be submitted before return stating clearly details regarding the emergency.

(10) Section C - Personal Business Leave

1. Personal Business Leave Accrual for Twelve Month Employees

A new employee working a twelve (12) month schedule, after completion of the sixty (60) day probationary period, is allowed up to three (3) days personal business leave in the first calendar year of employment if the first day of work is prior to June 1, and one and one-half (1 ½) days if the first day of work is after May 31. Thereafter, the employee is allowed three (3) personal business leave days each calendar year.

2. Personal Business Leave Accrual for Less Than Twelve Month Employees

A new employee working less than a twelve (12) month schedule, after completion of the sixty (60) calendar day probationary period, is allowed up to two (2) days personal business leave in the first calendar year of employment if the first day of work is prior to June 1, and one (1) day if the first day of work is after May 31. Thereafter, the employee is allowed two (2) personal business leave days each calendar year.

3. Pay for Personal Business Leave Days

Personal business leave pay shall be equivalent to the employee's regular straight time

daily rate of pay.

Personal business leave shall be taken in segments of one-half (1/2) scheduled working day. Personal business leave days shall be taken in units of one-half (1/2) day or a full day. If the employee does not take his/her fifteen (15) minute break, one half (1/2) day is equal to three and one half (3 1/2) hours at four hours pay for an eight (8) hour employee. If an employee chooses to take his/her fifteen (15) minute break, one half (1/2) day is equal to three and three quarters (3 3/4) hours, at four hours pay for an eight (8) hour employee.

4. Request for Personal Business Leave

An employee must submit an application requesting personal business leave at least twenty-four (24) hours in advance. When an emergency prevents compliance with this policy, and the employee receives permission to take personal business leave, the application must be completed on the day the employee returns to work. Personal business leave shall not be authorized on any working day immediately preceding or following a holiday or vacation except by approval of the Superintendent or the Superintendent's designee.

5. Use of Personal Business Leave

Personal business leave is to be used for matters of urgency which cannot be taken care of outside of working hours. Personal business leave will not be granted for commercial endeavors or other individual gain or profit.

Normally the application will state the nature of the personal business; however, if the personal business is of a confidential nature, the Director may approve an application for "personal business" which does not indicate the nature of the personal business.

6. Unused Personal Business Leave Days

Unused personal business leave days shall accumulate as sick leave as of January 1 of each year.

(10) Section D - Bereavement Leave

1. Death in the Immediate Family

In case of death in the immediate family an employee shall be allowed maximum of seven (7) consecutive calendar days leave without loss of pay. The term "immediate family," for this purpose, shall be defined as: wife, husband, mother, father, step-mother, step-father, daughter, son, step-daughter, step-son, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or a person who has an established and recognized residence in the home of the employee.

2. Death of a Sister-in-law or Brother-in-Law

In case of the death of a sister-in-law or brother-in-law an employee shall be allowed a maximum of five (5) consecutive calendar days leave, a maximum of two (2) working days without loss of pay.

3. When Bereavement Leave Begins

In all cases, the calendar day following the official date of death shall be the first day of the allowed leave of absence. Request may be made by the employee for a variance of the starting date and may be granted at the discretion of the Superintendent.

4. Delayed Interment

In case of delayed interment, additional day(s) of leave, with or without pay, may be granted at the discretion of the Superintendent.

5. Death of Blood Relative

An employee may be granted emergency leave for not more than one (1) working day deducted from sick leave when such absence is occasioned by the death of a blood relative, not covered under subsections 1 and 2 of this Section, whose place of residence is not the home of the employee.

(10) Section E - Court Duty

An employee who is subpoenaed by a litigant other than the Association to appear as a witness in court during his/her work day in a case to which the Merrillville Community School Corporation is a party shall be paid his/her regular salary minus any remuneration received other than mileage and meal expense. An employee who is subpoenaed in any other case may be paid his/her regular salary minus any remuneration received other than mileage and meal expense at the discretion of the Superintendent. An employee who is called to jury duty shall receive the leave necessary to fulfill his/her civil obligation and shall be paid his/her regular salary for each work day missed because of such leave, provided the employee pays to the School Corporation the compensation received for jury duty other than mileage and meal expense. When an employee is released for a day or for part of a day, he shall report for work.

(10) Section F - Abuse of Leave

If personal illness leave use has been frequent or suspicion of the abuse of personal illness leave, personal business leave or other leave exists, the employer may require the submission of a physician's statement certifying illness. In the event of the abuse of personal illness leave, personal business leave or other leave immediately preceding or following a paid holiday, the employee may also be required to forfeit the holiday pay.

ARTICLE 11

Unpaid Leaves of Absence

(11) Section A - General Leave Provisions

An unpaid leave of absence, not to exceed one (1) year may be granted for the reasons listed below. A request for an unpaid leave of absence without pay must be filed in writing with the Superintendent or the Superintendent's designee at least two (2) weeks before the leave is to commence. The request must state the reason in detail and specify the length of time for which the leave is desired. For all leaves in excess of six (6) months written notification of intent to return to service must be given at least four (4) weeks prior to the ending date of the requested leave as approved by the Board. Failure to give such notice may result in forfeiture of employment.

An employee returning from a leave of absence granted for one (1) year or less shall be

restored to the same position he/she held at the time leave was granted if such position exists, or, if in the judgment of the employer, this is not practicable, to a comparable position with regard to pay and benefits. An employee requesting a second leave, which will extend the total consecutive leave time beyond one (1) year, may waive his/her right to return to his/her position or to a comparable position, in which case, prior to the granting of the second leave, the employer, the Association, and the employee will agree on the return-to-work rights which the employee will have at the time of the expiration of the extended leave.

An employee returning to work from a leave of absence due to illness or injury or pregnancy may be required to pass an appropriate medical examination at the request of the employer before returning to work. Such medical examination shall be at the expense of the employer.

(11) Section B - Personal Certified Illness or Injury

An unpaid leave of absence may be granted for personal illness or injury which has been certified by a physician licensed to practice medicine. If two (2) weeks advance notice is not possible, the request should be sent as early as possible. The employer may grant an extension of an illness/ injury leave provided the aggregate leave does not exceed one (1) year.

A request for a subsequent unpaid leave of absence for personal certified illness or injury may be granted or denied on the basis of criteria such as: (1) reason for the leave request including whether it is a recurrence of the illness or injury which was the basis for the most recent leave, (2) duration of the requested leave, (3) seniority of the applicant, (4) number and duration of prior personal certified illness or injury leaves, (5) recency of the last personal certified illness or injury leave, and (6) attendance record.

Time missed from work on account of an accident/injury occurring within the scope of employment does not constitute a leave for the purposes of this section.

(11) Section C - Pregnancy

Such leave will commence as of the date the employee's doctor decides that the employee should no longer work. If two (2) weeks advance notice is not possible, the request should be sent as early as possible. The employer may grant an extension of a leave or more than one leave in conjunction with a pregnancy.

(11) Section D - Family Illness or Injury

An unpaid leave of absence may be granted for illness or injury in the immediate family (spouse, son, daughter, mother, father). Provision of medical confirmation of the illness or injury may be required. If two (2) weeks advance notice is not possible, the request should be sent as early as possible. The employer may grant an extension of this leave provided the aggregate leave does not exceed one (1) year.

(11) Section E - Association Work Leave

Annual leaves of absence for up to two (2) years shall be granted to any employee, upon application, for the purpose of serving as an elected officer of the Association at the state or national level. All benefits to which the employee was entitled at the time this leave of absence commenced, including unused sick leave, will be restored upon return to duty. In

addition, the employee shall be granted experience credit on the salary schedule for each year of such leave.

(11) Section F - Military Leave

Military leave shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States. Such leave shall also be granted to any employee who shall be recalled to active duty from military reserve or National Guard status.

All provisions of the leave shall be in accord with state and federal laws.

(11) Section G - Other Unpaid Leaves

The employer may at its discretion grant other unpaid leaves for other situations which are not specifically covered under the terms of this Contractual Agreement. If two (2) weeks advance notice is not possible, the request should be submitted (in writing when circumstances permit) to the employer as early as possible. The duration of such leave may range from one day up to one (1) year.

(11) Section H - Benefits While on an Unpaid Leave of Absence

While on an official unpaid leave of absence, an employee shall not be eligible for benefits such as holiday pay, sick leave, personal business leave, bereavement leave, or court duty pay. The Board shall continue to provide the insurance benefits to which the employee is entitled under Article 14, Sections A and B for the month following the month in which the employee exhausts accumulated sick leave; however, the employee shall be entitled, upon written request, to continue participation in insurance coverages (hospitalization, major medical, dental and life) during the unpaid leave in accordance with Article 14, Section B, subsection 5. [See also: Section I]

(11) Section I - Family and Medical Leave Act

An employee with at least one year of service with the School Corporation may be eligible for paid benefits including the group health plan for up to twelve (12) weeks of unpaid leave of absence pursuant to the Family and Medical Leave Act (FLMA). An employee who believes that he/she has been denied benefits to which he/she is entitled under the FMLA may file a grievance at Step Two. The grievance will not be processed beyond Step Two; however, if the dispute is not resolved at Step Two, the employee may file a complaint with the U. S. Department of Labor.

An employee shall be required to exhaust paid sick leave while using leave pursuant to the FMLA.

For the purpose of compliance with the FMLA, the twelve (12) month period shall be measured forward from the date the particular employee's FMLA leave begins.

ARTICLE 12
Paid Holidays

(12) Section A - Holidays

Each employee shall receive the following paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Friday after Thanksgiving
Presidents' Day	Christmas Eve Day
Good Friday	Christmas Day
Memorial Day	New Year's Eve Day
Independence Day (Twelve [12] month employees only)	
Labor Day	

(12) Section B - When a Holiday Falls on a Weekend

If Christmas Eve and New Year's Eve and/or Christmas Day and New Year's Day fall on a Saturday or a Sunday, additional days will be scheduled off during the winter recess in lieu of these holidays which fall on a Saturday or a Sunday. If Independence Day falls on a Saturday or a Sunday, each employee will be scheduled off either the immediately preceding Friday or the immediately following Monday.

(12) Section C - Holiday Pay

Holiday pay shall be equivalent to the employee's regular straight time daily rate of pay.

(12) Section D - Overtime On a Holiday

Anyone required to work on a scheduled holiday will be paid one and one-half (1 ½) times his/her regular rate of pay for hours worked in addition to the holiday pay.

ARTICLE 13
Paid Vacations

(13) Section A - Eligibility

All employees scheduled to work a twelve (12) month schedule shall be eligible for vacation. A day of vacation pay shall be equivalent to the employee's regular straight time daily rate of pay.

(13) Section B - Vacation Accrual

Twelve (12) month employees with less than one (1) year of unit seniority will be granted vacation days according to the following schedule:

<u>Month of Hire</u>	<u>Vac. Days</u>	<u>Month of Hire</u>	<u>Vac. Days</u>
January	10	July	4
February	9	August	3
March	8	September	2
April	7	October	1
May	6	November	0
June	5	December	0

Vacation days may not be taken until the employee has worked at least six months from the date of the probation period ends.

Thereafter, eligible employees will be granted vacation days each January 1 according to the following schedule:

<u>Unit Seniority by Dec. 31</u>	<u>Vac. Days in the Following Year</u>	<u>Unit Seniority by Dec. 31</u>	<u>Vac. Days in the Following Year</u>
1 Year	10	10 Years	15
2 Years	10	11 Years	15
3 Years	10	12 Years	15
4 Years	10	13 Years	16
5 Years	11	14 Years	17
6 Years	12	15 Years	18
7 Years	13	16 Years	19
8 Years	14	17 Years or more	20
9 Years	15		

(13) Section C - Vacation Schedules

The Merrillville Community School Corporation reserves the right to set vacation dates to fit its work schedule. A specific vacation request may be honored provided the request is submitted at least two (2) weeks in advance to the appropriate director for approval; however, requests for vacation days of a week or longer during the summer recess must be submitted by May 1st. An employee’s approved vacation time, properly submitted and approved, cannot be bumped by an employee with higher seniority after May 1. In no case will vacation days be scheduled for an employee with less than six (6) months of unit seniority.

Vacations normally will not be scheduled at a time when substitutes would be required; however, vacations may be taken at other times in cases approved by the Superintendent or the Superintendent’s designee.

In the event two (2) or more employees assigned to a given building/shift desire to have their vacations scheduled at the same time, and the employer is not willing to schedule all of the vacations during that time, unit seniority shall be the determining factor, to determine which employee(s) are scheduled to take the vacation.

(13) Section D - Vacation Carryover

An employee shall be allowed to carry over a maximum of five (5) unused allotted vacation days from one calendar year (January 1 - December 31) to the next unless additional days are approved by the Director of Maintenance/Transportation.

(13) Section E - Paid Holidays During Vacation

Paid holidays which occur during an employee’s vacation period will not count as one of the paid vacation days.

(13) Section F - Illness

1. In the event of an extended absence due to illness, an employee shall have the right to use his/her previous year’s earned paid vacation days in units of not less than a full day. The employee will provide medical proof of illness upon request.

2. An employee will not be eligible for any additional paid vacation days by reason of illness while on vacation. However, in case of an extended illness of four (4) consecutive work days or more immediately prior to an employee's scheduled vacation period, such employee shall have the right to use paid sick leave, if available, in lieu of the scheduled vacation days and shall have the right to have his/her unused vacation days rescheduled. If requested, the employee will provide medical proof to substantiate the necessity for such vacation rescheduling.

(13) Section G - Termination of Employment

An employee whose employment is terminated will be paid for unused vacation days including his/her current year's accrued vacation days at the rate of one-twelfth (1/12th) of his/her current annual entitlement for each month (or majority portion thereof) served. An employee who resigns must give two week notice, if possible.

(13) Section H - Death of an Employee

In the event of the death of an employee, pay for all unused vacation days as set forth in Section G of this Article shall be paid to the beneficiary designated on the his/her school corporation life insurance policy. If no beneficiary has been named on the employee's life insurance policy, these vacation benefits shall be paid to the beneficiary named on the employee's Public Employees' Retirement Fund account. If no beneficiary has been named on the employee's Public Employees' Retirement Fund account these vacation benefits shall be paid to the employee's estate.

ARTICLE 14
Insurance

(14) Section A - Life Insurance

All Board approved employees who are scheduled for three and one-half (3 ½) hours per day or more, shall receive a \$30,000.00 term life insurance policy which includes a \$30,000 accidental death and dismemberment provision, for a total benefit of \$60,000. For eligible employees sixty-five (65) years of age and older the employer shall contribute an amount equal to the amount contributed on behalf of younger employees and the employee shall be covered in whatever amount of life insurance that amount of premium will purchase.

The total cost of this term life insurance policy shall be paid by the Merrillville Community School Corporation.

(14) Section B - Hospitalization, Major Medical, Dental and Vision Insurance [Effective January 1, 2016]

1. All Board approved employees who are scheduled for eight (8) hours per day or more throughout the regular school year shall be eligible to participate in the Merrillville Community School Corporation hospitalization, major medical, dental and vision plan in which case the following shall apply:
 - a. The Board shall provide \$5,884.37 toward the annual cost for the eligible employee's participation in the single membership in the group hospitalization, major medical, dental and vision plan. An employee choosing a single membership in the group hospitalization, major medical, dental and vision plan shall contribute

\$2,300.65 toward the annual cost of the single plan.

- b. The Board shall provide \$12,329.84 toward the annual cost for the eligible employee's first (1st) year of participation in the family membership plan, \$13,847.75 toward the annual cost for the eligible employee's second (2nd) continuous year of participation in the family plan, and \$15,367.65 toward the annual cost for the eligible employee's third (3rd) and each subsequent continuous year of participation in the family membership plan. An employee choosing a family membership in the group hospitalization, major medical, dental, and vision plan shall contribute \$10,097.56 toward the annual cost for the eligible employee's first (1st) year of participation in the family membership plan, \$8,718.33 toward the annual cost for the eligible employee's second (2nd) continuous year of participation in the family plan, and \$7,339.10 toward the annual cost for the eligible employee's third (3rd) and each subsequent continuous year of participation in the family membership plan.
- c. The parties agree that the Board's contribution rates stated above and the employee contribution rates stated above, are based on the Aetna Traditional PPO plan effective January 1, 2012.
- d. The Board shall provide for any eligible employee not participating in the School Corporation hospitalization, major medical plan who choose to participate in the School Corporation dental plan, \$202.32 toward the annual cost for the eligible employee's participation in the single dental plan or \$569.64 toward the annual cost for the eligible employee's participation in the family dental plan.
- e. The Board shall provide for any eligible employee not participating in the School Corporation hospitalization, major medical plan who chooses to participate in the School Corporation vision plan, \$52.74 toward the annual cost for the eligible employee's participation in the single vision plan or \$147.78 toward the annual cost for the eligible employee's participation in the family vision plan.
- f. **Effective January 1, 2012**, in the event that a husband and wife are both eligible for the Board's contribution toward an insurance plan the husband and wife choosing a family membership in the group hospitalization, major medical and dental plan shall contribute \$1,000.00 annually toward the cost of the family plan or \$500.00 annually toward the cost of a single plan.
- g. For the years following 2012, the parties agree that the language negotiated by the parties governing health insurance to be in effect shall be in compliance with the statutes in effect at that time.

Continuous participation is defined as participation in the family plan, specified in b above and/or the family plan specified in Appendix D, without a break in participation. A year of continuous participation shall be defined as January 1 through December 31 and such dollar amounts as specified above shall commence on January 1 of the applicable year in accordance with this Section.

1999 or portion thereof shall count as the first year of participation and any additional years prior to 1999 shall not count when determining the Board's contribution.

For any employee newly hired as a Merrillville Community School Corporation employee, or any present employee enrolling in the plan specified in b above, and/or Appendix D, the following shall apply:

- a. If enrolled between July 1 and December 31 of any year, the 2nd year participation percentage shall apply on the second January 1 following enrollment, and
- b. If enrolled between January 1 and June 30 of any year, the 2nd year participation percentage shall apply on the first January 1 following enrollment.
- c. Such employee(s) shall have the option of enrolling in any of the insurance plans specified within this Section.

In the event continuous participation is broken, the Board contribution shall revert back to the applicable first year of participation percentage and the progression shall commence as specified above.

2. All Board approved employees who are schedule for three and one-half (3 ½) hours per day or more but less than eight (8) hours per day throughout the regular school year shall be eligible to participate in the Merrillville Community School Corporation hospitalization, major medical, dental and vision plan, or the dental plan and/or the vision plan on a pro-rated basis as a ratio of his/her hours worked per day to eight (8) hours.
3. In the event that a husband and wife are both eligible to participate in the Merrillville Community School Corporation hospitalization, major medical, dental and vision plan, the husband and wife may elect to have the Board's contribution toward the cost of a single membership plan plus the Board's contribution toward the cost of a family membership plan applied toward the cost of two single membership plans or a family membership plan. In no case shall the total credit of the spouses exceed the total cost of the plan(s) selected by the employees. Effective January 1, 2012, once the above calculations are completed, a husband and wife that are both eligible for the Board's contribution toward a family membership plan shall contribute an additional \$1,000 annually toward the cost of the family plan or \$500 annually toward the cost of a single plan.
4. While on an official unpaid leave of absence, an employee shall be entitled, upon written request, to continue participation in insurance coverages (hospitalization, major medical, dental, life and vision) in which he/she was participating at the time the unpaid leave of absence commenced, provided the employee assumes the full cost of the insurance premiums for the duration of the unpaid leave. Payment of the insurance premiums shall be made at the Administrative Services Center.
5. During the life of this Contractual Agreement, the parties shall continue to investigate other insurance plans and carriers in an effort to reduce costs.

(14) Section C - Long Term Disability Insurance (Effective April 1, 2002)

The Board shall provide and enroll each employee who is scheduled to work three and one-half (3 ½) hours or more per scheduled work day in a long term disability insurance

policy. Benefits will begin upon termination of a ninety (90) calendar day waiting period. Benefits will be sixty-six and two thirds (66 2/3) percent of salary. Future increases in social security benefits will not be subtracted from the benefits paid the employee. The Board shall pay the full cost of this benefit.

(14) Section D - Section 125 Plan

Pursuant to Section 125 of the U.S. Internal Revenue Code the Board will provide a Flexible Benefit Spending Plan. This Flexible Benefit Spending Plan allows an employee to convert his/her contribution toward the group hospitalization, major medical, dental and vision plans to pre-tax dollars. In addition, this Flexible Benefit Spending Plan allows some un-reimbursed medical and dependant daycare expenses to also be converted to pre-tax dollars. The costs of the administration of this plan, if any, will be subject to negotiation.

(14) Section E – Tool Insurance

The employer shall maintain a minimum of \$40,000 insurance policy guarding against inventoried tool theft from school premises or destruction of inventoried tools from natural occurrences for each Class I and II mechanic.

ARTICLE 15
Worker’s Compensation

The employer shall provide Worker’s Compensation in accordance with the Worker’s Compensation laws of Indiana. Any accident/injury occurring within the scope of employment must be reported to the immediate supervisor as soon as possible, in no case later than the work day following the accident/injury. The employee must then fill out the official report form. The immediate supervisor will notify the employee’s Director in the event the employee is unable to fill out this official report form. Sick leave pay shall be used for the first five (5) work days of such absence. Commencing with the sixth (6th) scheduled work day of an absence due to a work related accident/injury covered by Worker’s Compensation, an employee will be paid by the Merrillville Community School Corporation the difference between Worker’s Compensation and his/her scheduled daily pay until the employee returns to work or for a maximum of fifty-two consecutive weeks, and no deductions shall be made from the employee’s sick leave days during this period. If the employee continues to qualify for Worker’s Compensation benefits beyond this fifty-two (52) week period, commencing with the employee’s first scheduled work day after this fifty-two (52) week period, at the employee’s request, the employee will be paid by the Merrillville Community School Corporation the difference between Worker’s Compensation and his/her scheduled daily pay, and one-half (½) day of sick leave will be deducted from the employee’s accumulated sick leave for each such day.

ARTICLE 16
Public Employees’ Retirement Fund

Indiana State Public Employees’ Retirement Fund (PERF) membership shall be compulsory upon hire for an employee scheduled to work two and one-half (2 ½) hours per day (three and one-half [3 ½] hours per day for an employee scheduled to work during the school year only).

Employee members shall contribute that percentage of their gross salary required by statute and the employer shall contribute that portion of gross salary established by the

ARTICLE 17
Severance Pay

(17) Section A - Eligibility

Upon retirement from the Merrillville Community School Corporation, severance pay shall be granted to an eligible employee hired before January 1, 2006. Eligibility for severance pay shall be defined by and include:

1. A minimum of ten (10) years of continuous employment in any capacity in the Merrillville Community School Corporation. A year of employment is defined as a minimum of one hundred-twenty (120) days worked in a calendar year.
2. The combined total of the employee's age plus the employee's continuous years of service with the Merrillville Community School Corporation equals sixty (60) or more.

(17) Section B - Computation of Severance Pay

The severance pay to which an employee is entitled shall be computed as follows:

1. The employee will receive an amount equal to the total number of sick days (including unused personal business days from the current calendar year) to which the employee was entitled on the day of his/her retirement multiplied by the following percentages of the employee's regular straight time daily rate of pay at the time of his/her retirement:

After 10 years, multiplied by 25% of the employee's daily rate of pay
After 11 years, multiplied by 27.5% of the employee's daily rate of pay
After 12 years, multiplied by 30% of the employee's daily rate of pay
After 13 years, multiplied by 32.5% of the employee's daily rate of pay
After 14 years, multiplied by 35% of the employee's daily rate of pay
After 15 years, multiplied by 37.5% of the employee's daily rate of pay
After 16 years, multiplied by 40% of the employee's daily rate of pay
After 17 years, multiplied by 42.5% of the employee's daily rate of pay
After 18 years, multiplied by 45% of the employee's daily rate of pay
After 19 years, multiplied by 47.5% of the employee's daily rate of pay
After 20 years, multiplied by 50% of the employee's daily rate of pay

2. In addition, the employee will receive an amount based upon continuous years of service with the Merrillville Community School Corporation, in accordance with the following schedule.

<u>Continuous Years of Service</u>	<u>Payment</u>
10	\$ 100.00
15	\$ 300.00
20	\$ 600.00
25	\$1,000.00
30	\$1,500.00

(17) Section C - Notice of Intent to Retire

The employee shall file a written notice of intent to retire with the Superintendent on or

before the July 1st preceding the calendar year during which he/she intends to retire, in which case the severance pay for which the employee is eligible shall be deposited into a post retirement 403(b) account.

1. If the employee fails to file a written notice of intent to retire with the Superintendent on or before the July 1 preceding the calendar year during which he/she intends to retire, the severance pay for which the employee is eligible shall be paid no later than the second January following the employee's written notice of intent to retire.
2. In the event the employee files a written notice of intent to retire on or before July 1 of the calendar year in which he/she retires, the severance pay for which the employee is eligible shall be paid no later than the January following his/her retirement.
3. If an employee is forced to retire because of health reasons and has applied and qualified for disability benefits under the Public Employee's Retirement Fund, the July 1 notification requirement shall be waived and the severance pay for which the employee is eligible shall be paid to the employee within thirty (30) calendar days following retirement and disability approval.

(17) Section D - In Case of the Death of an Eligible Employee

Upon the death of an employee who would have been eligible for severance pay pursuant to Section A of this Article, the amount of severance pay to which the employee would have been entitled at the time of his/her death pursuant to Section B of this Article shall be paid directly in a lump sum to the beneficiary designated on his/her school corporation life insurance policy. If no beneficiary has been named on the employee's life insurance policy, the severance benefits shall be paid to the beneficiary named on the employee's Public Employees' Retirement Fund account. If no beneficiary has been named on the employee's Public Employees' Retirement Fund account, the severance benefits shall be paid to the employee's estate.

ARTICLE 18 **Retirement Plan**

(18) Section A – 403(b) Plan

Effective January 1, 2005, the Board agrees to establish and maintain a qualified retirement plan pursuant to Section 403(b) of the U.S. Internal Revenue Code [hereinafter referred to as the "403(b) plan"] for all employees. Effective January 1, 2005, the School Corporation will contribute an amount equal to one percent (1%) of each employee's regular straight time daily pay into the 403(b) on behalf of each employee. This one percent (1%) contribution will be deposited into the 403(b) plan on not less than a monthly basis as the salary is paid. In addition to this ongoing contribution, the School Corporation shall deposit a one time lump sum payment of one hundred dollars (\$100.00) into the 403(b) plan on behalf of each employee during the employee's first year of employment.

(18) Section B – Vesting of Contributions

The contributions to the 403(b) plan on behalf of an employee will vest with that employee after the employee completes five (5) consecutive years of service with the Merrillville Community School Corporation. For purposes of this Article, one (1) year of service shall be defined as a minimum of one hundred twenty (120) days worked in a given calendar year. If at the time the employment relationship with the Merrillville Community School

Corporation is severed an employee has not completed five (5) consecutive years of service, the amount in that employee's account shall revert back to the School Corporation.

(18) Section C – Calculation at the Time Employee Severs Employment

At the time an employee severs his/her employment relationship with the Merrillville Community School Corporation, the value of all contributions to the employee's 403(b) account shall be deducted from the total amount of severance pay to which the employee would be entitled pursuant to Article 17, Section B-1, of this Contractual Agreement. The remaining severance pay shall be paid out pursuant to Article 17, Sections B-1, and B-2, of this Contractual Agreement.

If the value of all the contributions to the employee's 403(b) account is larger than the employee's severance pay pursuant to Article 17, Section B-1, of this Contractual Agreement, the employee will receive the retirement severance pay pursuant to Article 17, Section B-2, and the 403(b) amount.

ARTICLE 19
Grievance Procedure

(19) Section A - General

1. A grievance is a claim by one or more employees or the Association of an alleged violation of a specific section of this Contractual Agreement.
2. If, in the judgment of the Association, a grievance affects more than one employee, the Association may submit such grievance on behalf of the affected employees commencing at Step Two within thirty (30) calendar days of the alleged violation or within thirty (30) calendar days after the employees knew or had reason to know of the alleged violation.
3. Any aggrieved employee may elect to be accompanied and/or represented at Step One, the informal grievance level, by a representative(s) of the Association. Nothing contained herein shall be construed to prevent any individual employee from initiating a grievance at Step One and having the grievance adjusted, if the adjustment is not inconsistent with the terms of this Contractual Agreement and the Association has been given notice of the Step One hearing. Said notice shall entitle the Association to be present at such a hearing.
4. A "day" for purposes of this grievance procedure shall mean a calendar day.
5. All time limits contained herein shall be strictly adhered to unless the employer and the Association agree in writing to an extension of time limits. If the employer fails to meet the specified time limits as stated in this Article, the Association may proceed to the next step of the Grievance Procedure. If the grievant or the Association fail to meet the specified time limits as stated in this Article, the grievance shall be deemed abandoned.
6. In any claim for back pay the employer shall not be required to pay back wages for more than thirty (30) calendar days prior to the date the grievance was first presented to the employer, unless the grievant can demonstrate that the grievance was presented within thirty (30) calendar days of the date the employee first knew or had reason to know of the act or condition upon which the alleged grievance is based, in which case

the employer shall not be required to pay back wages for more than one hundred twenty (120) calendar days prior to the date the grievance was first presented to the employer.

7. The employer and the Association agree that no reprisals will be taken by either party against any party in interest as a result of participation in the grievance procedure.
8. At any step of this grievance procedure, if the employer or arbitrator schedules a meeting or hearing during the working hours of an employee whose presence or testimony is necessary to the presentation of the grievance, the employee/representative(s) shall suffer no loss in pay.
9. Except by the agreement of the parties, all meetings and hearings under this procedure shall be closed to the public and shall include only the interested parties, their representatives, and necessary witnesses.

(19) Section B - Procedure

1. Step One: In the event an employee believes there is a basis for a grievance he/she shall, within thirty (30) calendar day of the alleged violation or within thirty (30) calendar days after he/she knew or had reason to know of the violation, request of the Director or his/her designee a meeting at which an informal presentation of the grievance shall take place. The date of the request and the general topic shall be indicated on the Step One - Informal Step Grievance Form (See Appendix B). The form shall be signed by the employee and an Association representative and submitted to the Director or his/her designee. The Director or his/her designee shall acknowledge the date of the request by signing the form and returning the top half to the employee and retaining the bottom half for his/her files. The Director or his/her designee shall have a maximum of thirty (30) calendar days following the date of the request during which he/she may attempt to resolve the grievance. The resolution of a grievance at Step One shall be without prejudice unless approved in writing by the Association President or the President's designee and the Superintendent or the Superintendent's designee.
2. Step Two: If the grievance is not resolved to the satisfaction of the grievant at Step One, the Association may submit the formal written grievance to the Superintendent or his/her designee on the form provided by the Association. The formal written grievance shall be submitted to the Superintendent or his/her designee as soon as practicable after a determination has been made at Step One. In no case, however, shall the formal written grievance be submitted to the Superintendent or his/her designee more than sixty (60) calendar days after the request made at Step One. The formal written grievance shall contain a statement of the specific alleged violation citing the Article(s) and Section(s) violated and the remedy sought. The Superintendent or his/her designee shall meet with the grievant and the Association and indicate his/her disposition of the grievance in writing within thirty (30) calendar days of the submission of the formal written grievance at Step Two. A copy of the written disposition shall be furnished to the grievant and the Association.
3. Step Three: If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, the Association may give written notice of its intent to arbitrate to the Superintendent within thirty (30) calendar days of receipt of written disposition by the Superintendent or his/her designee, or, in the event the

Superintendent or his/her designee fails to issue a disposition within the time limit, within sixty (60) calendar days of submission of the formal written grievance at Step Two. Only the Association shall have the right to submit a grievance to arbitration.

(19) Section C - Arbitration Provisions

1. Following the Association's notice to the Superintendent of its intent to arbitrate, the parties may agree to have the grievance heard under the Expedited Labor Arbitration Procedures of the American Arbitration Association and the rules thereof; however, the hearing shall be set for a date, time and place agreed upon by the arbitrator, the Association and the employer. The Expedited award of the arbitrator shall be without prejudice, unless otherwise agreed to by the Association and the employer.
2. If the American Arbitration Association Expedited Labor Arbitration Procedures are not used, the parties shall attempt to agree upon the arbitrator or the method of selecting an arbitrator. If the parties cannot agree on the arbitrator, or the method of selecting an arbitrator, within fifteen (15) calendar days after the Association's notice to the Superintendent of its intent to arbitrate, the Association shall submit its demand for arbitration to the American Arbitration Association, and the arbitrator will be selected in accordance with the rules of the American Arbitration Association. The hearing shall be conducted under the rules of the American Arbitration Association.
3. Either party may request no less than twenty-one (21) calendar days prior to the arbitration hearing a conference which shall be scheduled by agreement of the parties no less than fourteen (14) calendar days prior to the arbitration hearing. The purpose of which shall be:
 - a. To stipulate to as many facts as possible;
 - b. To identify which facts and/or issues remain unresolved;
 - c. To exchange lists of witnesses, the nature of their testimony, and exhibits;
 - d. To resolve the grievance, if possible, at this conference.

In the event this pre-arbitration conference is held, neither party shall be permitted to assert in the arbitration hearing any grounds or to argue any theory or contention or to introduce into evidence any testimony or exhibit not disclosed to the other party at this conference; however, this shall not prohibit either party from presenting evidence thought necessary by either party as a result of disclosures at this conference provided the additional witnesses and/or exhibits are disclosed to the other party in a timely manner following this conference.

4. The decision and award of the arbitrator shall be final and binding on both parties.
5. The arbitrator shall have no power to substitute his/her judgment for that of the employer as to the reasonableness of any practice, policy, rule or action taken by the employer not in violation of this Contractual Agreement.
6. The arbitrator shall have no power to make any decision or recommendation

inconsistent with the law or the terms and conditions of this Contractual Agreement.

7. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Contractual Agreement.
8. The fee and expenses of filing for arbitration and of the arbitrator shall be shared equally by the parties. Each party shall assume the cost of presenting its case before the arbitrator.

ARTICLE 20

Separability

(20) Section A

Should any article, section or provision of this Contractual Agreement be found to be in conflict with federal or state law, or rule or regulation thereunder, such provision shall continue in effect only to the fullest extent permissible under the applicable law, rule or regulation. Upon the request of either party, the Association and the employer shall enter into immediate negotiations for the purpose of arriving at a mutually agreed upon replacement for such provision. If, during the life of this Contractual Agreement, the original provision is found not to be in conflict with federal or state law, rule, or regulation, the original provision shall be restored to full force and effect and its replacement deleted.

(20) Section B

It is further understood and agreed that the provisions of this Contractual Agreement are deemed to be separable to the extent that, if any article, section or provision of this Contractual Agreement is found to be in conflict with federal or state law, or rule or regulation thereunder, such determination shall not affect the validity of the remaining provisions of this Contractual Agreement, and the remaining provisions shall continue in full force and effect.

ARTICLE 21

Complete Contractual Agreement

The parties acknowledge that during the negotiations which resulted in this Contractual Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to wages, hours of employment and other related conditions of employment, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Contractual Agreement. Therefore, the employer and the Association, for the life of this Contractual Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Contractual Agreement, or with respect to any subject or matter not specifically referred to or covered by this Contractual Agreement; unless the parties, by supplemental written agreement hereto, mutually agree to conduct additional bargaining on said subjects or matters. This provision shall not affect the bargaining of a successor Contractual Agreement nor the bargaining of wages, hours of employment and other related conditions of employment for new positions within the bargaining unit.

This Contractual Agreement sets forth the full and complete understandings of the parties hereto and cancels and supersedes any and all agreements and contracts heretofore

entered into between the parties and cancels and supersedes any and all Board rules, regulations, policies, and practices, written or oral, which are in conflict with this Contractual Agreement.

ARTICLE 22

Board's Rights

Except to the extent expressly abridged by a specific provision of this Contractual Agreement, the Association recognizes and agrees that the employer shall have the sole and exclusive authority to manage and direct the operations and activities of the school corporation to the full extent authorized by law. The sole and exclusive authorities of the employer which are not abridged by a specific provision of the Contractual Agreement shall include but not be limited to the right of the employer to:

1. Direct the work of its employees;
2. Establish policy;
3. Hire, promote, demote, transfer, assign and retain employees;
4. Suspend or discharge its employees in accordance with any applicable law;
5. Maintain the efficiency of school operations;
6. Relieve its employees from duties because of lack of work or other legitimate reason;
and
7. Take actions necessary to carry out the mission of the schools as provided by law.

ARTICLE 23
Term of Contractual Agreement

This Contractual Agreement shall be effective as of January 1, 2016, and shall continue in effect until December 31, 2018.

In the event a majority of the employees in the bargaining unit asserts, through a petition to the school employer that the Association no longer represents a majority of the employees in the bargaining unit for the purposes of collective bargaining, said petition shall be presented to the Board not more than ninety (90) calendar days and not less that sixty (60) calendar days prior to June 30, 2018.

No later than October 1, 2018, the parties shall initiate negotiations for the purpose of entering into a successor Contractual Agreement.

This Contractual Agreement is made and entered into on this 15th day of December, 2015, by and between the Board of School Trustees of the Merrillville Community School Corporation, heretofore called the "Board," and the Merrillville Educational Support Personnel Association, heretofore called the "Association," in witness whereof the parties have caused this Contractual Agreement to be signed by their respective presidents and attested to by their respective secretaries.

Merrillville Educational Support
Personnel Association

Board of School Trustees of the
Merrillville Community School Corporation

BY _____
President

BY _____
President

BY _____
Secretary

BY _____
Secretary

Negotiations Spokesperson
For the MESP Association:

Negotiations Spokesperson
for the Board of School Trustees:

APPENDIX A
Wage Rates
In Effect on January 1, 2016

Maintenance/Grounds/Delivery Category

Classification	I	II	III	IV	V	VI	VII
Exp. Steps	Lead Maint.	Specific Maint.	General Maint.	Maint. Asst.	Grounds Coordinator	Grounds Services	Delivery Services
0	25.80	24.10	21.66	15.41	24.10	14.64	14.64
1	26.43	24.71	22.35	16.03	24.71	15.32	15.32
2	27.17	25.46	23.05	16.64	25.46	15.91	15.91
3	27.87	26.10	23.71	17.32	26.10	16.69	16.69
4	28.54	26.84	24.67	18.03	26.84	17.30	17.30
5	29.28	27.49	25.08	18.75	27.49	18.05	18.05

Transportation Category

Classification	I	II	III	IV
Exp. Steps	Lead Mechanic	Specific Mechanic	Mechanic Assistant	Assistant
0	25.80	24.10	15.41	12.01
1	26.43	24.71	16.03	12.39
2	27.17	25.46	16.64	12.73
3	27.87	26.10	17.32	13.08
4	28.54	26.84	18.03	
5	29.28	27.49	18.75	

All Classification I and II employees shall be paid a five dollar (\$5.00) per week tool allowance.

Custodial Category

Classification	I	II	III	IV	V	VI
Exp. Steps	High School Head Custodian	Middle School Intermediate School Head Custodian	Elementary Head Custodian	High School Asst. Head Custodian	Middle School Interm Sch Asst Head Cust	Custodian
0	19.26	18.34	17.30	17.00	16.59	11.49
1	20.08	18.62	17.64	17.30	16.89	12.07
2	20.89	18.98	17.96	17.65	17.23	12.61
3	21.67	19.26	18.34	18.05	17.64	13.23
4						13.91
5						14.67
6						16.44

APPENDIX B

**STEP ONE - INFORMAL STEP
GRIEVANCE FORM - GRIEVANT'S COPY**

Grievant: _____

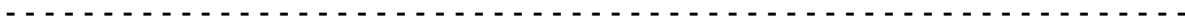
Date of request for meeting with the Director: _____

General Topic: _____

Signature of Grievant: _____

Signature of Association Representative: _____

Signature of the Director acknowledging
the date of the request: _____



**STEP ONE - INFORMAL STEP
GRIEVANCE FORM - DIRECTOR'S COPY**

Grievant: _____

Date of request for meeting with the Director: _____

General Topic: _____

Signature of Grievant: _____

Signature of Association Representative: _____

Signature of the Director acknowledging
the date of the request: _____

APPENDIX C

Layoff/Bumping/Recall

Section A - Layoff

In the event the number of employees and/or positions are to be reduced, the initial reduction shall be determined in accordance with the following:

1. Custodial Category

Reduction in the Custodial Category, excluding Custodial Category Class VI shall be determined by the position(s) that is being reduced.

In the event the number of Custodial Category Class VI positions on a shift in a building are to be reduced, all Custodial Category Class VI employees assigned to the building and the shift in which the reduction is made shall be offered the right to be reduced in order of greatest classification seniority. The number of Custodial Category Class VI employees assigned to the shift and the affected building electing to be reduced shall not exceed the number of positions to be reduced. If no such Custodial Category Class VI employee(s) elects to be reduced, the Custodial Category Class VI employee(s) with the least classification seniority shall be reduced.

2. Maintenance/Grounds/Delivery Category

Reduction in the Maintenance Category shall be determined by the least classification seniority among the employees presently within the classification being reduced. Employees in the Maintenance/Grounds/Delivery Category may bump an employee in a lower classification within the category unless the employee bumping has less category seniority.

3. Transportation Category

Reduction in the Transportation Category shall be determined by the least classification seniority among the employees presently within the classification being reduced.

4. Grounds/Delivery Category

Reduction in Grounds/Delivery Category shall be determined by least classification seniority among the employees presently within the classification being reduced.

During the life of this Contractual Agreement there shall be no reduction in the number of bargaining unit positions or the number of hours assigned to any bargaining unit position as a result of work performed by unpaid volunteers or other non-employees.

Section B - Reduced Months and/or Hours

An employee identified in accordance with the procedures set forth in Section A of this Appendix whose months of work per year and/or regular working hours per week have been reduced shall have the option to continue in the position with the reduced months and/or the reduced hours or the options specified in Section C of this Article.

Section C - Bumping

An employee(s) reduced in accordance with Section A of this Appendix shall have all the options specified in this Section.

[When the language of this Section provides for the bumping of the “least senior employee,” it is understood that the language pertains only when the “least senior employee” has less applicable seniority than the employee who is bumping.]

1. Bumping Within Classification

a. Custodial Category (excluding Custodial Category Class VI)

If a position is being eliminated, the employee who holds that position shall have the right, within five (5) working days to exercise the following options:

(1) to transfer into any position within the same classification which remains open after posting/filling in accordance with Article 6, Sections A and B;

(2) to bump the employee [See also subsection 3] with the least classification Seniority within the applicable classification.

(3) In the event the affected employee is unable to transfer into a position with the same number of hours and months as his/her former position pursuant to paragraph (1) above, or is unable to bump a less senior employee holding a position with the same number of hours and months as his/her former position pursuant to paragraph (2) above, the affected employee shall have the right to follow the procedures set forth in subsection 2 of this Section or to go on layoff.

An employee bumped in accordance with this subsection shall have all the options specified in this subsection.

b. Custodial Category Class VI

The employee with the least Classification Seniority presently assigned to the building and the shift in which the reduction is required shall have the right, within five (5) working days, to exercise the following options:

(1) to transfer into any position within Custodial Category Class VI which remains open after posting/filling in accordance with Article 6, Sections A and B;

(2) to bump the employee [See also subsection 3] with the least classification Seniority within the building in which the reduction occurs;

(3) to bump the employee [See also subsection 3] assigned to the same shift as the affected employee's currently assigned shift with the least Classification

Seniority within the bargaining unit;

(4) to bump the employee [See also subsection 3] with the least Classification Seniority within the bargaining unit.

(5) In the event the affected employee is unable to transfer into a position with the same number of hours and months as his/her former position or is unable to bump a less senior employee holding a position with the same number of hours and months as his/her former position pursuant to paragraphs (1) through (4) above, the affected employee shall have the right to follow the procedures set forth in subsection 2 of this Section or to go on layoff.

An employee bumped in accordance with this subsection shall have all the options specified in this subsection.

2. Bumping to Another Classification and/or Category

An employee laid off or bumped from his/her currently assigned classification shall have the following options:

- a. the right within five (5) working days to exercise his/her Classification Seniority(ies) within the Custodial Category by combining all his/her Classification Seniority(ies) in lower numerical classification(s) to bump the employee [See also subsection 3] with the least Classification Seniority within any higher numerical classification. In the event an employee elects this option, his/her lower numerical Classification(s) Seniority which he/she hold at that time shall be counted toward the Classification Seniority which he/she holds and which he/she accumulates in the higher numerical classification.
- b. the right within five (5) working days to exercise other Classification Seniority(ies) within any category which he/she holds to bump the employee [See also subsection 3] with the least Classification Seniority within the applicable classification(s).
- c. the right within five (5) working days to exercise his/her unit seniority to bump the employee [See also subsection 3] with the least unit seniority within the Custodial Category Class VI;
- d. the right to go on layoff.

An employee bumped in accordance with this subsection shall have all the options specified within Section C of this Appendix.

3. Reduced Months and/or Hours

If the employee's position identified in accordance with the procedure set forth in Section C is for fewer months or hours than those assigned to the former position held by the affected employee, the affected employee shall have the right to bump the

employee with the least Classification Seniority working the same number of months and hours assigned to the former position held by the affected employee. However, in the event there is no position with the same number of months and hours held by a less senior employee, the affected employee shall have the right to bump the employee with the least Classification Seniority holding a position nearest the months and hours (but fewer) assigned to the former position held by the affected employee.

Section D - Notice of Layoff

When employees to be laid off have been identified pursuant to the bumping procedures enumerated in Section C, such employees shall be given a minimum of two (2) weeks notice.

Section E - Recall

Employees shall be afforded the opportunity to exercise relevant recall rights outlined in this Section before an applicant from outside the bargaining unit is placed in an open bargaining unit position.

Employees who bump to avoid layoff and employees on layoff shall be recalled in the following order:

1. Employees who bump to avoid layoff shall be recalled in the order of greatest Classification Seniority to any open position which remains open after posting/filling in accordance with Article 6, Sections A and B(1), within the classification from which they bumped to avoid layoff. If an employee is recalled to such position and rejects such recall, he/she shall lose his/her recall rights to that classification until he/she is subsequently laid off; however, such rejection shall not affect the rights enumerated in subsection 2 of this Section.
2. Employees who bump to avoid layoff shall be recalled in the order of greatest applicable Classification Seniority to any open position which remains open after posting/filling in accordance with Article 6, Sections A and B(1), within any classification (in any category) in which they hold classification seniority other than the classification from which they bumped to avoid layoff. If an employee is recalled to such a position and rejects such recall, he/she shall lose his/her recall rights to the applicable classification until he/she is subsequently laid off; however, such rejection shall not affect the rights enumerated in subsection 1 of this Section.
3. Employees on layoff shall be recalled in the order of greatest Classification Seniority to any position which remains open after posting/filling in accordance with Article 6, Sections A and B(1) within the classification to which they were assigned at the time of layoff. If an employee is recalled to said position and rejects such recall, he/she shall lose all of his/her recall rights and his/her employment relationship shall be severed.
4. Employees on layoff shall be recalled in the order of greatest Classification Seniority to any open position which remains open after posting/filling in accordance with Article 6, Sections A and B(1) within any classification in any category in which they hold classification seniority other than the classification to which they were assigned at the time of layoff. If an employee is recalled to such a position and rejects such recall,

he/she shall lose his/her recall rights to the applicable classification for the duration of this period of layoff; however, such rejection shall not affect the rights enumerated in subsection 3 of this Section.

5. Employees on layoff shall be recalled in the order of greatest unit seniority to any Custodial Category Class VI position which remains open after posting/filling in accordance with Article 6, Sections A and B(1). If an employee is recalled to such position and rejects such recall, he/she shall lose his/her recall rights to Custodial Category Class VI for the duration of this period of layoff; however, such rejection shall not affect the rights enumerated in subsections 3 and 4 of this Section.

Section F - Termination of Bargaining Unit Status

Continuous service within the bargaining unit shall be broken when an employee vacates his/her bargaining unit position and accepts a position with the School Corporation outside the bargaining unit. Continuous service within the bargaining unit shall be broken and the employment relationship terminated when an employee:

1. submits a written resignation, or
2. is discharged, or
3. fails to give notice of his/her intent to accept or reject a recall to a position within seven (7) calendar days or, having given notice of his/her intent to accept the position, fails to report for work within fourteen (14) calendar days after receipt of written notice of recall to work after a bargaining unit layoff, given by the employer by registered or certified mail or telegram and addressed to the employee at his/her last address appearing on the records of the employer. The employer's letter shall be considered as received if it is returned marked "no forwarding address," or
4. is laid off in excess of thirty-six (36) months.

Section G - Rights While on Layoff

An employee shall be entitled to continue participation in his/her health insurance plan while on layoff for a period not to exceed eighteen (18) months commencing the month following layoff provided the employee assumes the full cost of the premiums.

Employees who are laid off shall have the option to be on the Custodial Class VI substitute list and shall be the first called for available Custodial Class VI substitute work in the order of greatest unit seniority; however, this opportunity may be forfeited by poor work performance or by three rejections of offers of such substitute work within thirty (30) calendar days.

Unit seniority, category seniority, and classification seniority shall not accumulate during a period of layoff from the bargaining unit, but shall be retained and restored to an employee upon the employee's recall from layoff. Benefits shall not accrue during the period of layoff; however, accrued benefits to which the employee was entitled at the time of layoff shall be retained and restored to the employee upon recall and return from layoff.

APPENDIX D

HIGH DEDUCTABLE HEALTH PLAN

The Merrillville Community School Corporation and the Merrillville Educational Support Personnel Association on behalf of Maintenance/Grounds/Delivery Transportation, and Custodial employees agree that effective January 1, 2016, the Board shall provide an option of a high deductible group hospitalization, major medical health plan. The following shall apply to employees electing to participate in the High Deductable Health Plan (HDHP):

1. The Board shall provide \$4,416.09 toward the annual cost for the eligible employee's participation in the single membership in the high deductible health plan. An employee choosing a single membership in the high deductible health plan shall contribute \$1,862.82 toward the annual cost of the single plan.
2. The Board shall provide \$9,281.55 toward the annual cost for the eligible employee's first (1st) year of participation in the family membership in the high deductible health plan, \$10,798.70 toward the annual cost for the eligible employee's second (2nd) continuous year of participation in the family plan, and \$12,315.85 toward the annual cost for the eligible employee's third (3rd) and each subsequent continuous year of participation in the family membership in the high deductible health plan. An employee choosing a family membership in the high deductible health plan shall contribute \$8,439.23 toward the annual cost for the eligible employee's first (1st) year of participation in the family membership in the high deductible health plan, \$7,060.00 toward the annual cost for the eligible employee's second (2nd) continuous year of participation in the family membership in the high deductible health plan, and \$5,680.77 toward the annual cost for the eligible employee's third (3rd) and each subsequent continuous year of participation in the family membership in the high deductible health plan.
3. The Board shall make an annual contribution of \$1,200.00 into the Health Savings Account (HSA) on behalf of any employee electing to participate in the Single High Deductable Health Plan. The Board shall make an annual contribution of \$2,400.00 into the Health Savings Account (HSA) on behalf of any employee electing to participate in the Family High Deductable Health Plan.
4. The annual contributions to the Health Savings Account (HSA) shall be made on a quarterly basis. An employee that is hired during a quarter shall receive a prorated portion of the initial Health Savings Account contribution.
5. All Board approved employees who are scheduled for three and one-half (3½) hours per day or more but less than eight (8) hours per day throughout the regular school year shall receive a pro-rated share of the Board's contribution to the Health Savings Account (HSA) based upon the pro-rated basis as a ratio of his/her hours worked per day to eight (8) hours.

6. On an annual basis an employee will be eligible to elect to participate in the traditional group hospitalization, major medical health plan or the High Deductible Health Plan. The election to participate in either the traditional health plan or the High Deductible Health Plan shall be effective January 1 for the following calendar year.

MEMORANDUM OF UNDERSTANDING

The Merrillville Community School Corporation and the Merrillville ESP Association hereby agree that during the Fall, 2015 the school corporation will offer a Health and Wellness Screening. CHC Wellness, Inc. shall administer the Health and Wellness Screening. The Merrillville Community School Corporation shall pay the cost of the basic health and wellness screening for employees that participate in the group hospitalization and major medical plan. The Merrillville Community School Corporation shall also pay the cost of the basic health and wellness screening for the spouses of employees that have family coverage in the group hospitalization and major medical plan. If an employee has a single plan and does not participate in the health and wellness screening, the employee will pay \$25.00 more per month toward the single premium effective January 1, 2016. If an employee has a family plan, and the employee does not participate in the health and wellness screening, the employee will pay \$50.00 more per month toward the family premium effective January 1, 2016. If an employee has a spouse, the employee's spouse must also participate in the health and wellness screening in order to avoid the \$50.00 a month increase in the family premium.

Effective January 1, 2016, the employee's contributions to the above single and family plans shall be increased by \$900.00 annually if the employee or spouse is a tobacco user.

MEMORANDUM OF UNDERSTANDING

The parties agree that for the 2015-2016 school year, in the event students are scheduled to be in attendance on a holiday, that day will not be a paid holiday, employees will be paid at their regular daily/hourly rate, and an alternative day off will be selected. Should an employee have to report to work on a snow day that is taking the place of a holiday, the employee will be paid their regular daily rate and an additional personal business day(s) shall be issued to that employee to be used during that calendar year. This personal business day(s) may be used to extend a holiday or vacation.

Date: 12/15/15

Paul Gallivan
FOR THE ASSOCIATION

David Dickson
FOR THE BOARD

MEMORANDUM OF UNDERSTANDING

The parties agree that effective January 1, 2016 to the end of the 2015-2016 school year, the following language will be in effect. The parties agree that the Administration may unilaterally extend this timeline until July 1, 2016.

Article 8 – Hours of Work/Schedules and Overtime

Section K – Paid Lunch Periods and Breaks

- 4. Employees assigned eight (8) hours per day shall be assigned a thirty (30) minute paid lunch period and a thirty (30) minute paid break period during which an employee may not leave the building. During the life of this Contractual Agreement, Transportation Category employees shall be assigned one (1) sixty (60) minute paid lunch period.

Each employee scheduled to work eight (8) hours per day shall have a thirty (30) consecutive minute duty free lunch period during which the employee shall have the right to leave the building unless otherwise specified by the employee’s immediate supervisor. The lunch periods of eight (8) hour employees shall normally be scheduled some time during the fifth (5th) and sixth (6th) hours of work. Lunch periods permanently scheduled before or after the fourth (4th) and fifth (5th) hours of work must be mutually agreed upon, in writing, by the employee and the employee’s immediate supervisor.

Date: 12/15/15

Paul Gallivan
FOR THE ASSOCIATION

David Dickson
FOR THE BOARD