

**MERRILLVILLE COMMUNITY SCHOOL CORPORATION**

**POLICIES, FRINGE BENEFITS, AND COMPENSATION PROCEDURES**

**for**

**SECURITY - TRAFFIC CONTROL SUPERVISOR**

**2016**

Board Approved January 19, 2016

# **MERRILLVILLE COMMUNITY SCHOOL CORPORATION**

## **Policies, Fringe Benefits, and Compensation Schedules** for **Security / Traffic Control Supervisor**

### **CLASSIFICATION OF EMPLOYEES AND JOB DUTIES**

#### **Section 1 - Employment Procedure**

Employment of all employees shall be recommended by the Superintendent of Schools or his designee and approved by the Board of School Trustees of the Merrillville Community School Corporation.

#### **Section 2 - Probationary Period**

A newly hired employee shall be considered a probationary employee for a period not to exceed sixty (60) calendar days. During the probationary period the employee is expected to demonstrate the ability to properly perform the job. Retention of the probationary employee shall be entirely at the discretion of the Merrillville Community School Corporation. No benefits such as holiday pay, vacations, sick leave, personal business leave, bereavement leave, jury duty pay, and insurance except for the Merrillville Community School Corporation hospitalization, major medical, vision and dental insurance plans for eligible employees shall be extended to the newly hired employee until the probationary period has been passed.

#### **Section 3 - Medical Examination**

Employees may be required to have a medical examination. In the event of such a request the school corporation shall pay for the required medical examination.

### **HOURS OF WORK AND SCHEDULES**

#### **Section 1 - Work Week**

The work week of regular employees shall be Monday through Friday. Forty (40) hours per week shall be the maximum number of hours worked at the straight time rate.

#### **Section 2 - Work Day**

The regular work day shall consist of up to eight (8) hours for employees.

#### **Section 3 - Overtime**

All overtime shall be paid at the rate of one and one-half times (1-1/2) the regular rate of pay for services performed in addition to eight (8) hours per day or forty (40) hours per week, or for any work performed on Saturday or Sunday. Time and one-half (1-1/2) shall be paid on a weekly or daily basis, whichever is greater, but in no case both.

#### **Section 4 - Paid Lunch Periods and Breaks**

Employees shall receive a paid lunch period and breaks according to his schedule in effect as of the date of this Policy or the following schedule whichever is greater.

- A. Employees assigned four (4) hours or more per day shall be assigned a minimum of a paid break of fifteen (15) minutes.

- B. Employees assigned five (5) hours or more per day shall be assigned a minimum of thirty (30) minute paid lunch period.
- C. Employees assigned seven (7) hours or more per day shall be assigned a thirty (30) minute paid lunch period and two (2) fifteen (15) minute paid break periods.

#### Section 5 - Emergency Closing of Schools

In the case of emergency closing of school due to severe weather conditions or any other emergency, employees shall not be expected to report for work, unless otherwise notified, and shall not be paid.

#### Section 6 - Emergency Reduction of the Normal School Day

In case of an emergency reduction of the length of a school day, employees who have reported to work at their regularly scheduled time, or at the time requested by the Employer, will be permitted to leave the building at a time designated by the supervisor and will be paid their regular wages for their normal assigned hours.

### **WAGES AND BENEFITS**

#### Section 1 - Wages

Shall be reviewed annually. Employees shall be paid in accord with the salary schedule approved by the Board of School Trustees.

#### Section 2 - Life Insurance

All Board approved employees who are scheduled for three and one-half (3 1/2) hours per day or more, are eligible to receive a \$30,000.00 term life insurance policy. The total cost of the term life insurance policy shall be paid by the Merrillville Community School Corporation.

#### Section 3 - Hospitalization, Major Medical, Dental Insurance and Vision

[Effective January 1, 2016 through December 31, 2016]

- A. All Board approved employees employed 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:
  - 1. The Board shall provide \$5,884.37 toward the annual cost for the eligible employee's participation in the single membership plan 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.
  - 2. The Board shall provide \$12,327.84 toward the annual cost for the eligible employee's first (1<sup>st</sup>) year of participation in the family membership plan, \$13,847.75 toward the annual cost for the eligible employee's second (2<sup>nd</sup>) continuous year of participation in the family plan, and \$15,367.65 toward the annual cost for the eligible employee's third (3<sup>rd</sup>) 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 (1<sup>st</sup>) year of participation in the family membership plan, \$8,718.33 toward the annual cost for the eligible employee's second (2<sup>nd</sup>) continuous year of participation in the family plan, and \$7,339.10 toward the annual cost for the eligible employee's third (3<sup>rd</sup>) and each subsequent continuous year of participation in the family membership plan.

3. 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 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.
  4. 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.
- B. All Board approved employees who are scheduled for less than eight (8) hours per day but three and one-half (3 1/2) hours or more per day throughout the regular school year shall be eligible to participate in the Merrillville Community School Corporation hospitalization, major medical and dental plan on a pro-rated basis as a ratio of his or her hours worked per day to eight (8) hours.
- C. All Board approved employees shall be eligible for the above described single membership plan benefits on a pro-rated basis as a ratio of his or her hours worked per day to eight (8) hours, which may be applied to the cost of either the single or family membership hospitalization, major medical and dental insurance plan.
- D. 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 towards 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.

#### Section 4 - Long Term Disability Insurance

The Board shall provide and enroll each employee who is scheduled to work three and one-half (3½) hours or more per scheduled workday 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.

### Section 5 - Expense Allowance

When using a privately owned vehicle (POV) to conduct authorized school business a per mile gas allowance, as established by the current IRS Mileage Reimbursement Rate will be followed.

### Section 6 - Public Employee Retirement Fund (PERF)

Membership is mandatory. To be eligible to participate in PERF an employee must be scheduled to work three and one-half (3 1/2) hours per day. The cost of PERF to the employee is three (3%) percent of her gross wages subject to revision in accordance with applicable law.

### Section 7 – Retirement Plan / 403(b) Plan

#### **403(b) Plan**

Effective January 1, 2016, 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, 2016, 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.

#### **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. 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.

#### **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 Section B – Severance Pay Computed of this Agreement. The remaining severance pay shall be paid out pursuant to Section B – Severance Pay Computed and Section D – Long Term Severance Pay of this 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 Section B – Severance Pay Computed of this Agreement, the employee will receive the retirement severance pay pursuant to Section D – Long Term Severance Pay and the 403(b) amount.

### Section 8 - Employee Who Terminates His or Her Employment

Any employee who terminates his or her service after at least one (1) year of employment will be paid for unused vacation days at the rate of one-twelfth (1/12) of normally accrued vacation days for each month served during the calendar year in which he resigns provided that the employee has given a minimum of two (2) weeks notice of his intention to resign when possible.

### Section 9 - Paid Holidays

Holiday pay shall equal the amount of pay which the employee normally receives for a regular work day. Each employee shall receive the following paid holidays: Martin Luther King Day, Presidents' Day, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving.

In the event students are scheduled to be in attendance on a holiday, that day will not be a paid holiday, and another holiday will be designated as a paid holiday that year.

### Section 10 - Retirement Severance Plan

#### A. Eligibility

Retirement severance pay shall be granted to all eligible employees upon their retirement. Eligibility for retirement severance pay shall be defined by and include all of the following:

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. Employees shall become eligible for severance pay when their age and their years of service within the Merrillville Community School Corporation total sixty (60).
3. A written certification of intent to retire must be filed with the Superintendent on or before July 1 of the year prior to retirement.
4. In the event an employee is unable to give proper notice of retirement as required and/or is forced to retire as a result of ill health or accident, the required notice of retirement may be waived upon receipt of such written request.

#### B. Severance Pay Computed

Severance pay shall be completed as follows:

- After 10 years, 25% of accumulated sick leave.
- After 11 years, 27 1/2% of accumulated sick leave.
- After 12 years, 30% of accumulated sick leave.
- After 13 years, 32 1/2% of accumulated sick leave.
- After 14 years, 35% of accumulated sick leave.
- After 15 years, 37 1/2% of accumulated sick leave.
- After 16 years, 40% of accumulated sick leave.
- After 17 years, 42 1/2% of accumulated sick leave.
- After 18 years, 45% of accumulated sick leave.
- After 19 years, 47 1/2% of accumulated sick leave.
- After 20 years, 50% of accumulated sick leave.

For retirement severance pay purposes the percentage to be used shall never exceed fifty (50%) percent. Severance pay shall be based on the employee's rate of wages in the year of the employee's retirement.

#### C. In Case of Death of Eligible Employee

Upon the death of any employee fully eligible for retirement severance pay, said retirement severance pay such employee would have been entitled to receive had she survived shall be paid directly, in a lump sum, to the beneficiary named on her school corporation life insurance policy.

D. Long Term Severance Pay

In order to further compensate employees for long service with the Merrillville Community School Corporation, the following schedule will be observed:

<u>Continuous Years of Service</u>	<u>Payment</u>
10	\$100.00
15	300.00
20	600.00
25	1000.00
30	1500.00

**LEAVES**

Section 1 - Sick Leave

A. Sick Leave Accrual for a Less Than Twelve Month Employee

All new employees working less than a twelve (12) month schedule after working for a period of sixty (60) calendar days, are allowed up to six (6) days in the first calendar year of employment if the employment date is prior to June 1.

New personnel employed after May 31st are allowed up to three (3) days in the first calendar year of employment. Thereafter, an employee is allowed six (6) days each calendar year cumulative without limit.

B. Use of Sick Days

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

C. Sick Leave Pay

Sick leave pay shall be issued on the basis of each individual's hourly rate times the number of hours in the individual's basic work day. Sick leave shall be taken in segments of one-half (1/2) of a scheduled work day.

D. 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. 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.

Section 2 - Bereavement Leave

A. Immediate Family

In case of death in the immediate family, an employee shall be allowed a maximum of seven (7) consecutive calendar days with full pay for working days. The immediate family for this purpose shall include father, mother, stepparent brother, sister, son, daughter, stepchild husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, grandchild, or a person who has an established and recognized home in the home of the employee.

B. Death of a Sister-in-law or Brother-in-law

In case of death of a sister-in-law or brother-in-law, a maximum of five (5) calendar days leave of absence will be granted. Of the five (5) days leave of absence full pay will be granted for a maximum of two (2) working days.

C. When 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.

D. 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.

E. 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 Paragraph A of this Article, whose place of residence is elsewhere than in the home of the employee. Any other relationship must be approved by the Superintendent or his designee.

Section 3 - Jury Duty

Any employee who is called for jury duty shall receive the necessary leave to fulfill his civic obligation. The employee shall be paid his full salary for each assigned work day missed because of such leave, provided the employee pays to the School Corporation, the compensation received for jury duty less mileage and meal expense. This leave shall not be deducted from sick leave or from personal business leave days.

Section 4 - Leave of Absence Without Pay

Unpaid leaves of absence, not to exceed one (1) year, may be granted for reasons listed below. Requests for leaves of absence without pay must be filed in writing with the Superintendent or his designees at least two (2) weeks before the leave is to commence. Requests must state the reason in detail and specify the length of time for which the leave is desired. Notification of intent to return to service must be given at least four (4) weeks prior to the expiration of the leave for all leaves in excess of six (6) months. Failure to give such notice will result in forfeiture of employment.

A. Maternity

An employee shall be permitted to work as long as she is able to satisfactorily perform the duties of her position. Unpaid leaves may commence either before or after childbirth.

B. Personal or Family Illness

Unpaid leaves may be granted for personal and immediate family illness (spouse, son, daughter, mother, father). Provision of medical confirmation of illness may be required.

C. All Other Reasons

Unpaid leaves may be granted for other purposes. Such leaves will normally not exceed ten (10) working days in any calendar year. Leaves beyond ten (10) working days will be granted only in extraordinary circumstances.



D. Benefits While on Leave

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 jury duty pay; however, she shall be eligible to continue her participation in group insurance plans at her own expense.

E. Return from Leave

An employee returning from a leave of absence granted for one (1) year or less shall be restored to the same position she held at the time leave was granted, or, if this is not possible, the employee will be assigned to a comparable position for which she is qualified. Beyond one (1) year the employee will have first opportunity to fill an open position for which she is qualified comparable to her previous position. If none are available she may take a lower position that is open and shall have the first opportunity to fill a position for which she is qualified which becomes open in her original classification.

Section 5 - Family Illness

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 an immediate member of their family. The term immediate family 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.

Section 6 - Personal Business Leave

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

All new employees working less than a twelve (12) month schedule after a period of sixty (60) calendar days are allowed up to two (2) days personal business leave in the first calendar year of employment if the employment date is prior to June 1.

New personnel employed after May 31 are allowed one (1) day personal business leave in the first calendar year of employment after the probationary period of sixty (60) calendar days. Thereafter, an employee is allowed two (2) personal business leave days each calendar year.

B. Pay for Personal Leave Days

Personal business leave pay shall equal the amount of pay which the employee normally receives for a regular work day. Personal business leave shall be taken in segments of one-half (1/2) scheduled working day.

C. Request for Leave

An employee must submit an application requesting personal 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 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 his designee.

D. 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 will not be granted for commercial endeavors or other individual gain or profit.

E. Unused Personal Leave Days

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

Section 7 - Injury on the Job

Indiana Workmen's Compensation and Occupational Disease Laws apply to all employees. In order to substantiate claims for medical bills and lost time accidents under these laws, all on-the-job injuries must be reported immediately to the Superintendent or his designee. An employee who is absent from work because of an injury received on the job will receive regular pay from her accumulated sick leave for the first five (5) work days. After the first five (5) work days, the employee will be paid by the Merrillville Community School Corporation the difference between Workmen's Compensation and her scheduled weekly pay until the employee returns to work or for a maximum of fifty-two (52) weeks. This difference is not chargeable against sick leave.

Section 8 - 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 administration 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 be required to forfeit the holiday pay in addition.

Section 9 - Unpaid Leave

The Superintendent may at his discretion grant other unpaid leaves for death, illness, or other situations which are not specifically covered under the terms of this Agreement. Any request for such leave must be submitted (in writing when circumstances permit) to the Superintendent prior to the leave. One day's pay will be deducted for each such day of absence.

**TERMINATION**

Employees may be terminated for but not limited to the following reasons:

- A. Reporting to work under the influence of alcohol and/or drugs.
- B. Receiving more than one (1) suspension.
- C. Excessive tardiness in reporting to work.
- D. Theft.
- E. Falsifying records, forms or reports.
- F. Incompetence.
- G. Unsatisfactory performance.
- H. Insubordination.
- I. Possession of alcohol on school premises.
- J. Other just and reasonable causes.

**APPENDIX A**

**2016 SALARY SCHEDULE**

**Traffic Control/Security**

Years of Experience	2016
0	\$13.67
1	\$14.01
2	\$14.86
10 years or more of continuous Service with MCSC	\$15.31

## APPENDIX B

### MEMORANDUM OF UNDERSTANDING HIGH DEDUCTIBLE HEALTH PLAN

Effective January 1, 2016

All Board approved employees who are eligible to participate in the Merrillville Community School Corporation hospitalization, major medical, dental and vision plan may elect to participate in a high deductible group hospitalization, major medical health plan. The following shall apply to employees electing to participate in the High Deductible 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 (1<sup>st</sup>) 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 (2<sup>nd</sup>) continuous year of participation in the family plan, and \$12,315.85 toward the annual cost for the eligible employee's third (3<sup>rd</sup>) 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 (1<sup>st</sup>) 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 (2<sup>nd</sup>) 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 (3<sup>rd</sup>) 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 Deductible 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 Deductible 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.