

Proposed Amendments

to the

SCHOOL CITY OF HAMMOND

HAMMOND, INDIANA

BUILDING SERVICE EMPLOYEES

Statement of Policy

Effective January 1, 2021 - December 31, 2027

Approved December __, 2022

**BUILDING SERVICE EMPLOYEES
STATEMENT OF POLICY**

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ARTICLE 1

RECOGNITION

(1) SECTION A

UNION RECOGNITION

The Board recognizes the Service Employees International Union, Local 73, hereinafter referred to as the "Union", as the exclusive bargaining representative for the rated and staff custodians employed by the School City of Hammond, Indiana. The term "employees" as used herein shall mean custodians of the School City of Hammond, Indiana, and this Statement of Policy shall pertain to all such custodians employed by the School City of Hammond, Indiana. The term "operations administrator" shall refer to the Director of Operations and/or the Supervisor of Operations.

(1) SECTION B

UNION STEWARDS

It is agreed that the Union may establish a reasonable steward system. The Union shall notify the Employer in writing of the names of the employees selected as stewards as soon as possible after they are selected as stewards. The Union Steward shall inform new employees about the Union and answer any questions they might have about the Union or the contract. The Union Steward may process grievances at the informal stage of the grievance procedure.

The Union Steward shall not interfere with the duties of employees or the normal operation of the Employer.

If the Employer schedules a meeting with an employee and the meeting could reasonably be expected to result in disciplinary action, the employee shall have the right to have a currently available Union Steward or Union Representative of his or her choice at the meeting.

(1) SECTION C

AGENCY SHOP

Membership in the Union is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Union as they see fit. Neither the School City of Hammond nor the Union shall exert pressure or discriminate against any employee in regard to Union membership.

(1) SECTION C

UNION DUES

On or before October 10 of each school year, employees may sign and deliver to the employer an assignment authorizing payroll deductions of union membership dues.

(4) SECTIONS B - G Current Contract Language

(4) SECTION H

HEALTH AND INSURANCE COVERAGE

The School City of Hammond contributes to Medical, Surgical, Major Medical and Life Insurance coverage for the benefit of, and availability to, all regular custodial employees in addition to their regular wages, whether union members or not union members. It is understood that substitutes are not covered by the Statement of Policy and are not eligible for insurance coverage until officially employed as regular custodial employees.

The Board shall make available a single or family membership for all custodians employed by the School City of Hammond in a health insurance plan.

[Effective January 1, 2015] A full-time custodial employee electing to participate in the School City of Hammond health insurance plan shall pay \$2,400.00 annually toward the cost of participation in a single Plan A (Traditional PPO Plan) or \$4,800.00 annually toward the cost of participation in a family plan. Custodial employees will annually have the opportunity to change plans during an open enrollment period. This election will be effective for the following calendar year.

[Effective January 1, 2015] A full-time custodial employee electing to participate in the School City of Hammond health insurance plan shall pay \$1,200.00 annually toward the cost of participation in a single Plan B (High Deductible Health Plan) or \$3,600.00 annually toward the cost of participation in a family plan. Custodial employees will annually have the opportunity to change plans during an open enrollment period. This election will be effective for the following calendar year. The Board shall make an annual contribution of \$250.00 into the Health Savings Account (HSA) on behalf of any custodial employee electing to participate in the Single High Deductible Health Plan. The Board shall make an annual contribution of \$500.00 into the Health Savings Account (HSA) on behalf of any custodial employee electing to participate in the Family High Deductible Health Plan.

Since, however, all custodians of the School City of Hammond are presently members of the Service Employees' Union, and all employees of the Building Service group will share in the benefits made available because of Union negotiations, it would appear fair that each employee bear his or her fair share of any obligations incurred because of such negotiations. Subject to any question of legality of the so-called "Agency Shop" agreement, it is hereby agreed that employees shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by the other employees in the bargaining unit who are members of the Union, which shall be limited to the amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues, and/or assessments. For new employees the payment shall commence forty-five (45) days following the date such employee completes the probationary period.

(1) SECTION D

PAYROLL DEDUCTIONS

At the beginning of any calendar year, and not subject to change during that year, an employee may make a written request of the School City of Hammond that specific amounts be deducted from his or her salary. All amounts deducted shall be remitted by the School City of Hammond to the employee's specific organization program.

Deductions from salary may only be made for the following organizations or programs:

1. Dues for membership - Service Employees International Union Local 73
2. Regional Federal Credit Union
3. United Way
4. Tax Sheltered Annuity
5. Local 73 Committee on Political Education (C.O.P.E.)
6. IRS Section 125 Flexible Benefit Spending Plan

It shall be understood that the employee shall be directly responsible for his or her payments to the program and/or organizations designated if the employee does not earn pay sufficient to cover his or her deductions for such obligations.

The School City of Hammond shall not be held responsible or liable based upon the form or manner of deductions, lack of deductions or payments.

ARTICLE 2

CLASSIFICATION OF EMPLOYEES AND DUTIES

(2) SECTION A

RESPONSIBILITIES AND DUTIES

1. This statement of policy shall pertain to all rated and staff custodians employed by the School City of Hammond, Indiana.

2. The responsibilities of the above employees shall be defined by job descriptions and work assignments issued by the School City Administration. All such employees shall be directly responsible to the operations administrator as well as the administrator responsible for the building.

3. During the life of this Agreement the Employer will not contract out work which has customarily and routinely been performed by members of the bargaining unit if the contracting out of the work will result in a reduction in the number of bargaining unit positions or a reduction in the number of regular hours assigned to any bargaining unit position.

4. Final approval for employment, leave of absence, assignment, promotion or discharge shall be the responsibility of the Board of School Trustees

(2) SECTION B

CUSTODIAL HANDBOOK

Each employee will be provided with a copy of the *Custodial Handbook* and will be responsible for having read it and being familiar with its contents

2) SECTION C

BUILDING RESPONSIBILITY

1. The head custodian shall be responsible to the operations administrator for the care of his or her building. The operations administrator and the head custodian of each building shall be responsible for the custodial personnel assignments. All custodians shall work with and cooperate with the building administrators who have responsibility for a given building.

2. The custodial staff within a building will be notified when a time and workload study is initiated by the operations administrator. The custodial staff of each building shall cooperate with and assist the operations administrator with such study.

(2) SECTION D

NEW EMPLOYEES

1. A physical examination by a physician, to be designated and to be paid for by the Employer, shall be required of each new employee. No new employee shall be assigned to any work or duties in connection with the operation of the School City of Hammond, Indiana until a report from the examining physician showing satisfactory health status has been received. All medical examinations and tests required by the State law shall be required.

2. All new full-time employees shall be paid at the regular rate of pay for the position to which they are assigned. All new full-time employees shall serve a probationary period of ninety (90) days. Each new full-time employee shall be provided at the time of his or her official employment a job description, a listing of duties for the work assignment involved, and a copy of the evaluation form used in the evaluation of custodial personnel.

3. A new employee's date of approval by the Board of School Trustees, work evaluations, the length of time worked as a substitute and other qualifications will be considered in acceptance as a permanent employee with the School City of Hammond. The date of employee's approval for permanent employment by the Board of School Trustees shall be considered the basis for seniority.

4. Employees who have left the employ of the School City of Hammond, Indiana and who have later been re-employed shall be considered as new employees.

5. A list of custodial employees showing dates of latest employment shall be made available to the Union each year.

(2) SECTION E

SUBSTITUTES

Persons employed as substitutes in the School City of Hammond shall perform such duties as assigned by the head custodian of the building or by the operations administrator. Substitutes shall be assigned to any building and may at any time be reassigned.

The Employer will not fill open positions with a substitute for a period of more than thirty (30) work days.

A position temporarily open due to a regular employee being on an approved leave of absence may be filled with a substitute for the duration of the regular employee's leave of absence. Rated positions shall not be filled with substitutes provided regular employees are

available.

(2) SECTION F
EVALUATIONS

All custodial personnel should be evaluated by the head custodian and number two person and/or operations administrator on at least an annual basis.

Each employee shall have the right to view his or her evaluation and if he or she feels that the evaluation is unjust, may request a conference with the evaluator for the purpose of discussing the evaluation.

Only evaluations completed during the preceding ten (10) years may be considered in making promotions, transfers, demotions or discharge.

New employee evaluations shall be made regularly during the ninety (90) day probationary period.

Substitute employee evaluations may be used in considering a substitute for permanent employment with the School City of Hammond, Indiana.

All evaluations regarding custodial personnel shall be filed with the operations administrator.

(2) SECTION G
CAUSE FOR DISCIPLINE UP TO AND INCLUDING DISCHARGE

1. A custodial employee may be reprimanded by the operations administrator or building administrator. An employee may be suspended or recommended for discharge for good just cause only by the Chief Administrator for Human Resources.

2. The Board of School Trustees reserves the right to discharge any employee for just and good cause. The Board of School Trustees reserves the right to transfer, promote or demote any employee. Such action will be taken without discrimination or influence.

3. It is understood that violation of reasonable work rules posted by the administration will result in discipline and/or discharge.

4. Any employee may request that a union representative be present at any meeting where disciplinary action is to be taken against the employee.

5. An employee who is being recommended for discharge by the operations administrator may, within fifteen (15) days of his receipt of notice of this recommendation,

ARTICLE 3

HOURS OF WORK AND SCHEDULES

(3) SECTION A

WORK WEEK

The work week shall consist of five (5) consecutive days of eight (8) hours each. The operations administrator shall set starting times and work schedules. Head custodians shall give input to the operations administrator to assist him or her in this regard.

The workweek may be changed to a workweek of four (4) days; ten (10) hours per day; by mutual agreement of the parties.

request a Board hearing. A request for a Board hearing shall constitute an election of remedy and waiver of the right to grieve the discharge.

6. An employee shall be informed and have the right to respond in writing if anything of a derogatory nature is placed in his personnel file. The employee will initial and date the material to indicate that he has seen the material. Such signing of the material shall not be construed to indicate agreement as to the contents of the material. If the employee chooses to respond in writing, he shall do so within twenty (20) working days, and his written response will be attached to the material and placed in his personnel file. The contents shall not be subject to the grievance procedure; however, in the event of a suspension, discharge, or other use, content of the materials and the written response may be introduced into evidence and argued on its merits by either party at any step of the grievance procedure.

ARTICLE 3

HOURS OF WORK AND SCHEDULES

(3) SECTION A

WORK WEEK

The work week shall consist of five (5) consecutive days of eight (8) hours each. The operations administrator shall set starting times and work schedules. Head custodians shall give input to the operations administrator to assist him or her in this regard.

(3) SECTION B

WAGE SCALE AND WORK ASSIGNMENT

The wage scale shall be consistent with the Salary Schedule for custodial employees as approved and adopted by the Board of School Trustees in regular session and set forth in Article 4. A classification of schools has been adopted as set forth in Article 4, and a school or schools may be classified or reclassified by the parties as circumstances change and the need therefore arises.

Employees may be temporarily transferred to temporarily open rated positions as deemed necessary by and with the written approval of the operations administrator. Employees shall receive the rate of pay of the rated position only for hours actually worked. When such temporary transfers are deemed necessary, the temporary assignment shall be offered first to the

next custodian in rank in the building, then to other rated custodians by rank in the building, and finally to staff custodians in the building by seniority. If no custodian in the building desires to take the temporary assignment voluntarily, the assignment to the temporarily open position shall be made by assigning the position to a custodian in the building (rated or staff custodian) on a rotating basis in inverse order of seniority, provided the custodian designated is capable of performing the work.

A custodian assigned to temporarily fill a rated position must actually perform the work of the rated position, rather than having another custodian (or substitute) perform the work of the rated position while the custodian on temporary assignment carries out his or her regularly assigned duties.

When a custodian is temporarily filling a rated position, the custodian shall qualify for the rated custodian pay for any holidays and weekend servicing or limited periods of personal illness which occur during the absence of the person holding the rated position.

In the event that the school to which a custodian is assigned is under construction or special operations (i.e. food programs) during annual breaks (i.e. summer, Christmas, and spring break) that school will remain on a five (5) day work week with an eight (8) hour work day until completion of that project.

In the event the #1 and/or #2 custodial positions need to be filled due to a temporary vacancy normal upgrades will continue throughout the calendar year, provided the Facilities Manager or the Facilities Manager's designee determines there is a need.

When a custodian temporarily filling a rated position goes on vacation and another custodian is assigned to fill the rated position in question, the custodian going on vacation shall revert to his or her regular rate while on vacation except when the temporary assignment has been held more than thirty (30) working days.

During the life of this Agreement, when the #1 custodian leave their buildings to attend a meeting for head custodians at the direction of the Facilities Manager, the #3 custodians will be paid at the rate of pay of their #1 custodians for a period of two (2) hours.

During the summer months, it is understood that the number of temporary assignments will normally decrease due to the shift to summer hours and the fact that the work force at a given location is working during a common time frame. Only those temporary assignments needed to insure appropriate supervision will be authorized, but whenever the number one and number two custodians are absent, a temporary assignment will be made.

The annual wage shall be paid in twenty-six (26) equal installments.

There shall be a twenty cent (20¢) shift differential paid to persons assigned to the midnight shift. Where deemed necessary by the Administration for safety and/or workload, the Administration may assign one or two employees to the midnight shift and may transfer any employee at the school to the midnight shift. An exception to this limit is authorized at the Area Career Center where it is agreed that more than two employees may be assigned to the midnight shift. In selection of employees for the midnight shift, volunteers will first be requested. Every attempt will be made to use volunteers before any employee is required to switch to the midnight shift.

(3) SECTION C

SPLIT ASSIGNMENTS

An employee who uses his or her personal vehicle to travel from one building to another in any given work day shall be paid a mileage allowance at the rate designated by the U.S. Internal Revenue Service.

(3) SECTION D

OUTSIDE RENTAL OF BUILDINGS

Employees assigned to work for activities that are scheduled on a rental basis in School City of Hammond buildings and which are not scheduled during normal working hours, shall be paid directly by the School City of Hammond.

No collections shall be made by any bargaining unit employee, and should any bargaining unit employee receive remuneration or compensation of any kind other than remuneration or compensation from the School City of Hammond, he or she shall be subject to discipline.

(3) SECTION E

CALL-BACK AND WEEKEND WORK

Employees called back to work beyond their normal assigned shift or to work on a Saturday or Sunday shall be guaranteed a minimum of two hours pay at time and one-half. In order to be classified as call-back service there must be a break between the period for which the employee was called back and his or her regular shift.

(3) SECTION F
LUNCH PERIODS

Working hours shall include a brief lunch period not to exceed twenty (20) minutes in accordance with activities being carried on in the schools.

It is agreed that lunch shall be eaten on school premises. Custodial employees shall not leave school property for lunch.

(3) SECTION G
OVERTIME

Hours worked in excess of eight (8) hours per day or in excess of forty (40) hours per week shall be paid at the rate of time and one-half of the employee's hourly rate. Provided an employee is qualified, overtime will be distributed to custodians within that building based upon seniority, starting with rated custodians in sequential order, prior to distributing overtime to custodians outside of the building.

(3) SECTION H
SNOW REMOVAL

Head custodians shall use their best judgment in determining the use of overtime for snow removal from walks, steps and entrances of their buildings. Under normal circumstances overtime shall not be required for removal of less than an accumulation of two inches of snow.

Normally, overtime for the morning removal of snow shall be worked by employees working the day shift to avoid "call-back" service. In buildings where there is a midnight shift the employees working the day shift and the employees finishing the midnight shift shall cooperate in snow removal to avoid "call-back" service.

ARTICLE 4

**WAGE AND BENEFITS
(4) SECTION A**

**SCHOOL CITY OF HAMMOND
BUILDING SERVICE EMPLOYEES' SALARY SCHEDULE
Effective July 1, 2021
(HOURLY WAGE INDICATED)**

		POSITION			
		#1	#2	#3	#4
C L A S S I F I C A T I O N	I	\$25.48	\$22.71	\$21.14	\$20.57
	II	\$24.60	\$22.01	\$20.56	\$20.26
	III	\$23.92	\$21.16	\$20.31	
	IV	\$22.93	\$20.59		
		Staff Custodian			\$18.97
		Field Service Foreperson			\$25.48
		Field Serviceperson			\$24.60
		Grounds Crew #1			\$25.48
		Grounds Crew #2			\$22.71

Effective January 1, 1993 - 3% PERF paid by School Corporation

In order for an employee to be eligible for a retroactive pay raise during the 2021 - 2022 school year, the employee must still be employed on January 1, 2022.

4) SECTION B

CLASSIFICATION OF SCHOOLS

<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>CLASS IV</u>
Clark MS/HS	Eggers ES/MS	Harding ES	Administration
Gavit MS/HS	Scott MS	Irving ES	Edison ES
Hammond Central HS		Hess ES	Jefferson ES
Morton HS		Lafayette ES	Morton ES
Area Career Center		Lincoln ES	Wallace Es
		Burns-Hicks ES	Clark Facility
		O'Bannon ES	Gavit Facility
			Lafayette Faciltiy
			Miller Facility

(4) SECTION J

PAID HOLIDAYS

Employees shall not report to their regularly assigned duties and deductions from wages shall not be made from permanent employees on the following designated holidays:

New Year's Eve	Fourth of July
New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Juneteenth	

When a holiday falls on a Saturday or Sunday, the prior Friday or the following Monday shall be observed as a holiday or an alternate day off will be scheduled.

In the event students are scheduled to be in attendance on a holiday, that day will not be a paid holiday, and an alternate day off will be scheduled.

Those employees responsible for maintaining minimum temperature in the school building shall not be relieved, on any holiday, weekend, or when school is not in session, of their responsibility to ascertain daily that the building is in proper condition.

Work performed on a designated holiday shall be at double time rate in addition to the regular rate of pay.

Incumbents at schools whose classifications have been lowered will be grandfathered at their present rate levels until future openings allow them to be transferred laterally to equivalent positions. If a lateral transfer is declined by an affected employee his/her rate of pay will be reduced in his/her present position effective the following July 1.

(4) SECTION B

CLASSIFICATION OF SCHOOLS

<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>		<u>CLASS IV</u>
Clark MS/HS	Eggers ES/MS	Harding ES	Administration	Columbia ES
Gavit MS/HS	Scott MS	Irving ES	Edison ES	Franklin ES
Hammond HS		Hess ES	Jefferson ES	Kenwood ES
Morton HS		Lafayette ES	Morton ES	Miller ES
Area Career Center		Lincoln ES	Wallace Es	Warehouse
		Maywood ES		
		O'Bannon ES		

(4) SECTION C

EMPLOYMENT INCREMENTS FOR PERMANENT EMPLOYEES

In order to further compensate custodial employees for long service with the School City of Hammond, the schedule immediately below shall be followed:

10 years -	\$ 50
15 years -	100
20 years -	200
25 years -	300
30 years -	500
31 years -	600
32 years -	700
33 years -	800
34 years -	900
35 years -	1,000
36 years -	1,100
37 years -	1,200
38 years -	1,300

39 years -	1,400
40 years -	1,600
41 years -	1,700
42 years -	1,800
43 years -	1,900
44 years -	2,000
45 years -	2,200

All increments shall be paid by a single separate check on the payday closest to December 1 each year.

Employees who retire or resign shall receive a pro-rated share of the increment at the time their employment ends.

(4) SECTION D

RETIREMENT SEVERANCE PAY

Retirement severance pay shall be granted to all eligible custodial 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 full-time continuous employment in the School City of Hammond.
2. At least fifty (50) years of age.
3. A written notification of intent to retire must be filed with the Superintendent at least one (1) year prior to retirement. Such written notification can only be withdrawn by permission of the Superintendent.
4. In the event an employee is unable to give proper notice of retirement as required and is forced to retire as a result of ill health or accident, the required notice of retirement may be waived by the Board of School Trustees on the recommendation of the Superintendent and upon receipt of such written request.

Severance pay shall be computed as follows:

- After 10 years, 25% of accumulated sick leave
- After 11 years, 27.5% of accumulated sick leave
- After 12 years, 30% of accumulated sick leave

After 13 years, 32.5% of accumulated sick leave
After 14 years, 35% of accumulated sick leave
After 15 years, 37.5% of accumulated sick leave
:
:
:
After 40 years, 100% of accumulated sick leave

For retirement severance pay purposes, accumulated sick leave days shall not exceed fifty (50) days. Severance pay shall be based on the employee's rate of wages in effect in the year of the employee's retirement.

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 he survived shall be paid directly, in a lump sum, to the surviving spouse of the deceased, or to the dependent children, or other such dependents as may have been designated by the deceased in writing to the personnel administrator. When no designation has been submitted (and in the absence of surviving spouse, dependent children, or other dependent), payment will be made to the estate of the deceased.

In the event an employee is discharged for good cause, retirement severance pay shall not be paid.

A custodian with ten (10) to fifteen (15) years of continuous employment with this school system who, by necessity, exhausts all of his or her accumulated sick leave due to a prolonged illness during the last three (3) years of employment shall be given \$250.00 as retirement severance pay. A custodian with in excess of fifteen (15) years of continuous employment with this school system who, by necessity, exhausts all of his or her accumulated sick leave due to a prolonged illness during the last three (3) years of employment shall be given \$500.00 as retirement severance pay.

PAYMENT FOR UNUSED SICK LEAVE - RETIREMENT SEVERANCE PAY

Custodial employees eligible for retirement severance pay (See RETIREMENT SEVERANCE PAY above) shall also receive payment for unused sick leave upon retirement as follows:

Twenty-five (25) dollars per day shall be granted for each day of unused sick

leave in excess of fifty (50) through the balance of the employee's remaining unused sick leave days.

(4) SECTION E

RETIREMENT PLAN

Effective January 1, 2008, the Board agrees to establish and maintain a qualified retirement plan pursuant to Section 401(a) of the U.S. Internal Revenue Code [hereinafter referred to as the "401(a) plan"] for all employees. Effective January 1, 2008, the Board will contribute an amount equal to one percent (1%) of each employee's regular straight time daily pay into the 401 (a) plan on behalf of each employee.

The contributions to the 401(a) plan on behalf of an employee will vest with that employee after the employee completes five (5) consecutive years of service with the School City of Hammond. 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 a calendar year. If at the time the employment relationship with the School City of Hammond 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 City of Hammond.

At the time an employee severs his/her employment relationship with the School City of Hammond, the value of all contributions to the employee's 401(a) account plus an assumed rate of return equal to a fixed rate account of the 401(a) plan (agreed to by the parties) shall be deducted from the total amount of retirement severance pay to which the employee would be entitled pursuant to Section D, the Retirement Severance Pay section of this Agreement. The annual rate of return shall be determined each July 1 and shall be used for the succeeding twelve (12) month period. The remaining retirement severance pay shall be paid out pursuant to Section D, the Retirement Severance Pay section of this Agreement.

If the 401(a) account is larger than the employee's retirement severance pay pursuant to Section D, the Retirement Severance Pay section of this Agreement, the employee will receive the 401(a) amount only.

MEMORANDUM OF UNDERSTANDING

The parties hereby agree to the following Custodial contract language.

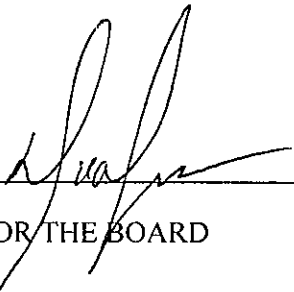
Article (4) Section G

INJURY DURING COURSE OF EMPLOYMENT

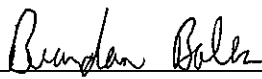
If an employee incurs an injury during the course of employment which incapacitates him or her for work for any period of time, it shall be understood that the employee shall continue to receive compensation from the School City of Hammond and that any worker compensation to be received by the employee shall be assigned to the school corporation. If Worker's Compensation denies the employees claim, the employee shall reimburse the School City of Hammond either through the use of benefit time and/or monetarily. Such monetary reimbursement shall be spread out over a period of time not to exceed twenty-six (26) pays.

In case of any accident or injury arising out of and in the course of employment, the involved employee shall report the accident or injury to his shift's appropriate rated person on the day of occurrence. Employees must understand that failure to report the accident or injury on the day of occurrence could jeopardize a subsequent claim. A School City of Hammond Injury Report Form shall be filled out by the rated person and forwarded to the Insurance Office by 4:00 p.m. on the next work day.

The School City of Hammond shall continue to pay the employer's portion of the health insurance contribution of an employee off work due to an injury sustained during the course of employment. A joint Union-Employer committee shall be formed and charged with the responsibility for making recommendations which will reduce the number of accidents and claims of injury during the course of employment.



FOR THE BOARD



FOR THE UNION

August 22, 2019

DATE

(4) SECTION F

RETIREMENT BENEFITS

For the benefit of all custodial employees of the School City of Hammond, Indiana, participation in retirement benefits is as follows:

Public Employees' Retirement Fund or State Pension

Eligibility of an employee shall be determined by the rules and regulations of the Public Employees' Retirement Fund of the State of Indiana.

Effective January 1, 1993, the Board shall pay directly to the Public Employees Retirement Fund each employee's three percent (3%) contribution to the fund.

The School City of Hammond shall contribute on behalf of each eligible employee the amount required by the Public Employees' Retirement Fund of the State of Indiana.

(4) SECTION G

INJURY DURING COURSE OF EMPLOYMENT

If an employee incurs an injury during the course of employment which incapacitates him or her for work for any period of time, it shall be understood that the amount of compensation paid by the insuring corporation shall be considered as a part payment as against any sick leave which may be accumulated, or to which the employee is entitled.

After fifty (50) working days the payment of sick leave shall be adjusted so that the total amount of compensation paid by the insurance corporation, plus the amount paid by the school corporation as sick leave, does not exceed the total compensation which would be paid if the employee were on the regular payroll. Such partial payments of sick leave as made shall be pro-rated as against the sick leave charges so that no employee shall be charged for a day of sick leave and receive less than payment for one day of employment.

Employees who receive full payment of wages under this provision shall assign to the school corporation any checks for weekly wage benefits received by the employee from the insurance company insuring the school corporation for workmen's compensation until the involved employee's accumulated sick leave is exhausted, at which time the employee may retain such checks.

(4) SECTION H

HEALTH AND INSURANCE COVERAGE

The School City of Hammond contributes to Medical, Surgical, Major Medical and Life Insurance coverage for the benefit of, and availability to, all regular custodial employees in addition to their regular wages, whether union members or not union members. It is understood that substitutes are not covered by the Statement of Policy and are not eligible for insurance coverage until officially employed as regular custodial employees.

The Board shall make available a single or family membership for all custodians employed by the School City of Hammond in a health insurance plan.

~~[Effective January 1, 2015] A full time custodial employee electing to participate in the School City of Hammond health insurance plan shall pay \$2,400.00 annually toward the cost of participation in a single Plan A (Traditional PPO Plan) or \$4,800.00 annually toward the cost of participation in a family plan. Custodial employees will annually have the opportunity to change plans during an open enrollment period. This election will be effective for the following calendar year.~~

[Effective January 1, 2019] A full-time custodial employee electing to participate in the School City of Hammond health insurance plan shall pay \$1,200.00 annually toward the cost of participation in a single Plan B (High Deductible Health Plan) or \$3,600.00 annually toward the cost of participation in a family plan. Custodial employees will annually have the opportunity to change plans during an open enrollment period. This election will be effective for the following calendar year. The Board shall make an annual contribution of \$750.00 into the Health Saving Account (HSA) on behalf of any custodial employee electing to participate in the Single High Deductible Health Plan. The board shall make an annual contribution of \$1,500.00 into the Health Savings Account (HSA) on behalf of any custodial employee electing to participate in the Family High Deductible Health Plan.

[Effective January 1, 2022] In addition to the Health Savings Accounts contributions stated above, the Board shall make a one-time contribution of \$1,000.00 into a Health Savings Account (HSA) on behalf of any custodial employee electing to participate in the Family High Deductible Health Plan.

In case of any accident or injury arising out of and in the course of employment, the involved employee shall report the accident or injury to his shift's appropriate rated person on the day of occurrence. Employees must understand failure to report the accident or injury on the day of occurrence could jeopardize a subsequent claim. A School City of Hammond Injury Report Form shall be filled out by the rated person and forwarded to the Insurance Office by 4:00 p.m. on the next work day.

The School City of Hammond shall continue to pay the health insurance contribution of an employee off work due to an injury sustained during the course of employment for a period not to exceed one (1) year from the date of injury. The Employer shall pay one-half (½) the health insurance contribution for such employee for the period in excess of one (1) year, up to a maximum of five (5) years. A joint Union-Employer committee shall be formed and charged with the responsibility for making recommendations which will reduce the number of accidents and claims of injury during the course of employment.

(4) SECTION H

HEALTH AND INSURANCE COVERAGE

The School City of Hammond contributes to Medical, Surgical, Major Medical and Life Insurance coverage for the benefit of, and availability to, all regular custodial employees in addition to their regular wages, whether union members or not union members. It is understood that substitutes are not covered by the Statement of Policy and are not eligible for insurance coverage until officially employed as regular custodial employees.

The Board shall make available a single or family membership for all custodians employed by the School City of Hammond in a health insurance plan.

[Effective January 1, 2015] A full time custodial employee electing to participate in the School City of Hammond health insurance plan shall pay \$2,400.00 annually toward the cost of participation in a single Plan A (Traditional PPO Plan) or \$4,800.00 annually toward the cost of participation in a family plan. Custodial employees will annually have the opportunity to change plans during an open enrollment period. This election will be effective for the following calendar year.

[Effective January 1, 2015] A full-time custodial employee electing to participate in the School City of Hammond health insurance plan shall pay \$1,200.00 annually toward the cost of participation in a single Plan B (High Deductible Health Plan) or \$3,600.00 annually toward the

cost of participation in a family plan. Custodial employees will annually have the opportunity to change plans during an open enrollment period. This election will be effective for the following calendar year. The Board shall make an annual contribution of \$250.00 into the Health Saving Account (HSA) on behalf of any custodial employee electing to participate in the Single High Deductible Health Plan. The board shall make an annual contribution of \$500.00 into the Health Savings Account (HSA) on behalf of any custodial employee electing to participate in the Family High Deductible Health Plan.

[Effective January 1, 2017] The Board shall provide, on a fully paid basis, less one dollar (\$1.00) paid by the custodial employee, term life insurance in an amount of forty-two thousand dollars (\$42,000) for all custodial employees plus an accidental death and dismemberment plan. For custodial employees sixty-five (65) years of age and older, this amount shall be reduced in accordance with standard insurance reduction schedules.

The Board shall provide, on a fully paid basis, long-term disability insurance with an elimination period of ninety (90) days.

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 insurance coverage to pre-tax dollars. In addition, this Flexible Benefit Spending Plan allows some unreimbursed medical and dependent daycare expenses to also be converted to pre-tax dollars. The cost of the administration of this plan, if any, will be subject to negotiation.

The Board shall provide, on a fully paid basis, liability insurance in the amount of one hundred thousand dollars (\$100,000.00) to all School City of Hammond custodial employees in case of suit arising from or in the performance of their duties.

The School City also agrees to provide, at no cost to the employee, flu vaccinations to each member of the bargaining unit that desires such vaccination.

(4) SECTION I VACATIONS

Vacations shall be on an annual basis and may be taken at any time provided that a written request is presented by the employee in accordance with the following procedure: Employees shall indicate three choices in their written requests. Head custodians shall make recommendations to the operations administrator on the scheduling of vacation time requested by custodial employees at

their schools, but the final responsibility for setting vacation times shall remain with the operations administrator. In cases where there are scheduling problems or conflicts, seniority shall be considered in determining the assignment of vacation times. On or before April 1 of each school year, employees will submit to the operations administrator their preferences for vacation times during the summer months and the following school year. On or before May 15 of each school year the operations administrator will publish the vacation schedule for the summer months and the following school year. Copies of vacation schedules shall be filed with the head custodian and building administrator by the operations administrator. A request for a change in the schedule may be granted in extenuating circumstances provided the request is made at least one month prior to both the scheduled vacation and the time of the new request. A request for a change in the schedule will be made less than one month prior to the scheduled vacation only when necessitated by an emergency.

Employees that are on vacations for three (3) or more consecutive days should not be called into work during their scheduled vacation. This would also apply to the weekend that coincides with the vacation.

Vacation time is not cumulative. Vacation time must be used during the school year earned. Exceptions may be made only with the approval of the Chief Administrator for Human Resources.

Employees with less than one (1) year of service on June 30 will receive vacation according to the following schedule:

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

Employees who have completed at least one (1) but less than seven (7) continuous years of employment on June 30 of any year shall be granted two (2) weeks vacation (ten [10] working days) with pay.

Upon completion of seven (7) continuous years of employment, each employee shall be granted three (3) weeks (fifteen [15] working days) of vacation with pay each year.

Upon completion of fifteen (15) continuous years of employment, each employee shall be granted four (4) weeks (twenty [20] working days) of vacation with pay each year.

Upon completion of twenty (20) continuous years of employment, each employee shall be

granted five (5) weeks (twenty -five [25] working days) of vacation with pay each year.

While vacation time is allocated on the basis of continuous years of employment as of June 30, employees who reach their 7th, 15th, or 20th anniversary date of employment will be eligible to receive an additional week of vacation on their anniversary dates. They will then receive their full allotment as of the following June 30.

Any permanent employee who works less than an eight (8) hour day shall be granted vacation time prorated to the number of continuous years employed.

(4) SECTION J

PAID HOLIDAYS

Employees shall not report to their regularly assigned duties and deductions from wages shall not be made from permanent employees on the following designated holidays:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
Presidents' Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day

A minimum of eleven (11) paid holidays (including the days scheduled in conjunction with Christmas Eve and New Year's Eve) shall be scheduled in a given calendar year.

When Christmas Eve and New Year's Eve fall on a workday, each employee scheduled for work on those days will be dismissed for one half day of his or her shift without loss of pay. The employee may elect to take either of the days as a full day off without loss of pay and work the other full day. Before making this election, the employee shall coordinate his or her schedule with the other building service employees in the building. When Christmas Eve and New Year's Eve fall on a Saturday or Sunday, and when Christmas Day and New Year's Day fall on a Saturday and are observed on Friday, an additional day off will be scheduled during the winter recess in conjunction with the work schedule for administrative and custodial personnel set by the superintendent.

When a holiday falls on a Saturday or Sunday, the prior Friday or the following Monday shall be observed as a holiday or an alternate day off will be scheduled.

In the event students are scheduled to be in attendance on a holiday, that day will not be a paid holiday, and an alternate day off will be scheduled.

Those employees responsible for maintaining minimum temperature in the school

ARTICLE 5

LEAVES

LEAVE PROVISIONS

[Effective July 1, 2022 through June 30, 2023] If a custodial employee provides proof of having received the Covid-19 vaccine and is directed by the administration to quarantine, and following the CDC and SCH protocols, due to a positive test for Covid-19, due to the custodial employee experiencing symptoms of Covid-19 or due to exposure during the custodial employee's workday to a student and/or other school personnel that tested positive for Covid-19, the Superintendent shall authorize the custodial employee to get paid for a period of up to five (5) calendar days without the use of paid personal illness leave.

In addition, if a vaccinated custodial employee is diagnosed with a prolonged illness due to Covid-19, the superintendent shall have the discretion to allow the custodial employee to be absent for an extended period of time without the use of sick leave.

building shall not be relieved, on any holiday, weekend, or when school is not in session, of their responsibility to ascertain daily that the building is in proper condition.

Work performed on a designated holiday shall be at double time rate in addition to the regular rate of pay.

ARTICLE 5

LEAVES

(5) SECTION A

ABSENCES

1. Personal Illness Leave. Permanent custodial personnel shall be granted one (1) day of personal illness without loss of pay for each four (4) weeks of continuous service, such day to be cumulative from year to year without limit.

New employees shall not receive sick leave until after ninety (90) days of employment. The ninety (90) days employment will be credited to future accumulation for sick leave without loss of pay.

Paid holidays shall not be charged against personal illness days accumulated by an employee when holidays occur during the employee's illness.

Custodial personnel anticipating a prolonged illness must notify in writing the operations administrator as soon as possible of the anticipated length of illness and the probable date of return to work.

Employees who are about to exhaust accumulated personal illness days because of extended illness must follow the procedure in PROCEDURE FOR LEAVES OF ABSENCE. Failure to follow such procedure within thirty (30) days after the exhaustion of accumulated personal illness days shall result in termination of employment and loss of all fringe benefits. The Board of School Trustees reserves the right to demand a physician's certificate for verification of illness of a custodial employee who is absent more than three (3) days. The Board of School Trustees also reserves the right to demand a medical examination of any custodial employee when it deems such an examination necessary.

2. Family Illness Absence. Effective July 1, 2004, each employee will receive a one-time allotment of five (5) family illness leave days with pay (not deducted from accumulated personal illness days) for the life of the employee's employment with the School city of Hammond. Any days not utilized out of the five (5) may be carried over from school year to school year. However, once these five (5) days have been used, the employee will continue to

receive a maximum of five (5) days per year for family illness, but these days will be deducted from the employee's accumulated personal illness days. These days may be used in case of serious illness, major surgery, or serious accident involving an immediate member of the employee's family when their presence is necessary. The employee shall report the name of the family member, his relationship to the employee, the nature of the illness, and why his presence was necessary. The term "immediate family" shall be defined as: wife, husband, mother, father, sister, brother, son, daughter, grandparent, father-in-law, mother-in-law, or any other blood relatives permanently residing in the home of the employee. Leave occasioned by the illness of any other member of the family must be approved by the Human Resource Department and shall be deducted from accumulated personal illness days.

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

3. Personal Business Absence. Custodial personnel may be allowed up to three (3) days with pay for personal business leave per year in order to conduct business that clearly cannot be done because of regularly assigned working hours. Personal business leave days shall not be cumulative. Approval of personal business leave shall be made by the operations administrator. A written request by the employee to the operations administrator shall be made at least forty-eight (48) hours in advance. "Personal Business" will normally be an adequate explanation of the reason for absence if the written request is made forty-eight (48) hours in advance and will not extend a vacation or holiday; however, the operations administrator has the right to refuse any request for personal business leave.

In case of extreme emergencies the requirements of forty-eight (48) hours prior notice will not be necessary.

Unused personal business days shall, at the end of the school year, be credited to cumulative sick leave.

4. Bereavement Leaves. In case of death in the immediate family, a custodial employee may be absent with pay not to exceed seven (7) calendar days immediately following the death.

These days shall not be charged against the employee's accumulated personal illness days, and such bereavement leave days shall not be cumulative. "Immediate Family" shall be

defined as: wife, husband, mother, father, sister, brother, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other blood relatives permanently residing in the home of the employee.

A request for a variance from language requiring bereavement leave to be taken immediately following the death of an immediate family member may be granted by the Facilities Manager or his designee.

5. Vacation Absence. The procedure and information concerning vacations are found under VACATIONS.

6. Good Attendance Recognition. Employees who have not used any personal business and family illness days during the entire year (July 1 through June 30) shall be granted an additional day of vacation to be taken during the ensuing year provided it is taken when no substitute is needed.

Employees who have not used any personal illness days during the entire year (July 1 through June 30) shall be granted an additional day of vacation to be taken during the ensuing year provided it is taken when no substitute is needed.

(5) SECTION B

PROCEDURE FOR LEAVES OF ABSENCE

Any absence not previously mentioned shall be covered in the following paragraphs.

Custodial personnel who have been in the employ of the School City of Hammond for three (3) consecutive years or more may be granted a leave of absence without pay. A written application must be filed with the Superintendent. All applications must clearly state the reasons for desiring such leave and the proposed beginning and ending dates. The mere filing of such notification shall in no way be interpreted as allowing a leave of absence. No leave of absence shall be granted for less than six (6) months nor more than one (1) year. Applications for illness leave must be filed within thirty (30) days after the exhaustion of accumulated personal illness days. A person receiving a leave of absence shall personally pay group insurance premiums while officially on leave.

Written notice to the Superintendent of the employee's intent to return to work must be filed at least thirty (30) days before the date of his or her desired return. Failure to file a notice of intent to return to work shall be interpreted as a resignation. Upon the employee's return, the employee shall present his or her physician's certificate stating the employee is able to resume work. The employee should be reinstated in the first available, comparable opening for which

the employee is qualified. The employee shall accept his or her assigned duties after reinstatement on approval of the Board.

Absence not previously defined and not covered by this Statement of Policy shall be deducted from the employee's wages. Deductions from wages shall equal the hours and days absent.

ARTICLE 6

PROMOTIONS, TRANSFERS, CHANGE OF ASSIGNMENTS

(6) SECTION A

PROMOTIONS

As all rated custodial positions become vacant or are scheduled to become vacant, notice of any such vacancy or scheduled vacancy shall be posted in writing stating the nature of the vacancy, rate of wages, hours, and date limitation for filing of applications. All applications shall be considered. The recommendation shall be made by the operations administrator. The decision for promotion for Class #3 and Class #4 positions shall be based upon qualifications, past performance and ability to perform the job. These being equal, preference shall be given to the applicant with greater seniority within the system. For Class #1 and Class #2 positions, the Board of School Trustees reserves the right to promote the candidate who is best qualified. When, in the opinion of the Board, qualifications, past performance and ability to perform the job are equal, preference shall be given to the applicant with greater seniority.

Under no circumstances shall an employee be promoted to a position for which he or she is not qualified. All promotions to a higher classification shall be on a ninety (90) day probationary period. The Board of School Trustees reserves the right and privilege to waive the ninety (90) day probationary period for any employee.

All promotions shall be final except that the Board of School Trustees can make changes on recommendation by the operations administrator.

Any employee who is permanently changed from one employment classification to another shall receive the salary of the new classification at the time the change is made.

(6) SECTION B

TRANSFERS

1. Voluntary Transfers

A vacant staff custodial position will normally be awarded to the applicant with the

greatest seniority. Such a request for a lateral transfer to a vacant staff custodial position may be denied this applicant with the greatest seniority only after a meeting with the employee, union representative if requested by the employee, and the operations administrator. Normally more than one request for a lateral transfer by a staff custodian within a one-year period will not be honored unless the new assignment is substantially closer to the employee's home or results in a change of shift.

2. Involuntary Transfers

An involuntary transfer will be reviewed by the Chief Administrator for Human Resources, upon the written request of an employee who is transferred involuntarily.

(6) SECTION C

POSTING PROCEDURES

Posting of rated and staff custodial vacancies shall be carried out as follows:

1. Notices of vacant positions, including weeks when no vacancies are available, shall be distributed by the office of the Operations Department for posting at each location.

2. Applications for rated position vacancies and transfer requests for staff custodial position vacancies must be submitted in writing to the office of the Director of Operations within seven (7) calendar days following the posting. All positions are to be filled within thirty calendar days of the posting. Only employees that have passed the rated custodian test shall be eligible to bid on rated positions.

3. Recommendations for promotions and transfers shall normally be recommended to the Board for consideration on the next agenda to be prepared.

4. A copy of each posting shall be sent to the Union office.

5. Each posting shall contain the vacancies awarded by the Board at its last meeting, along with the name of the person to whom the vacancy was awarded.

(6) SECTION D

CHANGE OF ASSIGNMENT

In the event an employee is desirous of a change of assignment within a building which does not involve an advancement in position, then the employee shall inform the head custodian of his or her desire to change assignments at the time a vacancy occurs within his or her building. Such requests shall be considered first, and employees requesting such change of assignment

shall be informed of the action taken on their requests. Changes in assignment which involve a change in shift shall be handled by the operations administrator with input from the head custodian.

(6) SECTION E

If an employee applies for an open position and fails to be assigned to the position within ten (10) calendar days of notification the employee may request a meeting with the Facilities Manager or his designee in order to discuss the reasons why the employee failed to receive the assignment.

(6) SECTION F

TRAINING

The Union and Employer shall establish an Employee Training Committee composed of no fewer representatives from the Union than from the Administration. The Employee Training Committee shall make recommendations for training programs open to bargaining unit employees. All bargaining unit employees shall be notified when a training program is scheduled and of the procedure for attending the program.

An employee who conducts a training session at the request of the employer will receive five dollars (\$5.00) per hour in addition to his regular hourly wage.

ARTICLE 7

GRIEVANCE PROCEDURE

Definitions

A "grievance" is a claim by a custodial employee or the Union that there has been violation of a provision of this Statement of Policy.

The term "days" when used in this grievance procedure shall be defined as work days.

The term "stage" as used in this grievance procedure shall refer to the separate and distinct stages to be followed in order in the processing of grievances.

General Provisions

For the purpose of this Statement of Policy, the parties agree to use the Grievance Report

Form shown in Appendix B.

All written grievances shall contain a clear and concise written statement of the specific alleged violation of a provision of this Statement of Policy and the relief sought.

The interruption of work activities shall be avoided in all phases of the grievance procedure. Time limits stated in this grievance procedure shall be an absolute maximum. Time limits may be extended only by mutual agreement of the parties. Time limits falling during a vacation or holiday period shall be extended to the first work day after the vacation or holiday period.

In no case shall a grievance cite an alleged violation which occurred more than fifteen (15) days previous to the written filing of a grievance.

It is the desire of the parties to limit the number of formal grievances filed. Both parties agree to attempt to resolve disputes before they result in formal grievances. Custodial employees shall discuss an alleged violation informally with the operations administrator before filing a written grievance.

Stage 1.

In the event no satisfactory agreement is attained at the informal meeting with the operations administrator, the custodial employee shall state his or her grievance in writing on the Stage 1 segment of the Grievance Report Form and deliver the completed form to the office of the operations administrator within fifteen (15) days of the occurrence of the alleged violation. Failure to file a grievance in timely fashion shall result in disqualification of the grievance. The operations administrator shall make his or her decision and written disposition of properly filed grievances within fifteen (15) days.

Stage 2.

If the custodial employee is not satisfied with the disposition or lack of disposition of the operations administrator, he or she shall complete the Stage 2 segment of the Grievance Report Form and deliver same to the office of the personnel administrator within five (5) days of the disposition by the operations administrator. The personnel administrator shall make his or her decision and written disposition within ten (10) days.

Stage 3.

If the custodial employee is not satisfied with the disposition or lack of disposition of the personnel administrator, he or she shall complete the Stage 3 segment of the Grievance

Report Form and deliver same to the office of the Superintendent within five (5) days of the disposition by the personnel administrator. The Superintendent or his designee shall make his or her decision and written disposition within twenty (20) days.

Stage 4.

If the Union is not satisfied with the disposition or lack of disposition of the grievance by the Superintendent or his designee, the Union may submit the grievance to the American Arbitration Association. The Union may give notice of its intent to do so in writing to the Superintendent within ten (10) working days of the receipt of the written disposition by the Superintendent or his designee, or, in the event the Superintendent or his designee fails to issue a disposition within the time limit, within thirty (30) working days of the submission of the formal written grievance at Step Two.

At any time thereafter either party may request in writing that the grievance proceed to arbitration, in which case the moving party shall submit the grievance to arbitration by giving notice in writing to the American Arbitration Association with a copy to the other party. The parties agree to abide by the rules of the American Arbitration Association.

Either party may request, no less than twenty (20) working days prior to the arbitration hearing, a conference which shall be scheduled by agreement of the parties no less than ten (10) working 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.

Neither party shall be permitted to assert in the arbitration hearing any grounds or to introduce into evidence any testimony or exhibits not previously disclosed to the other party at the conference or within a reasonable time thereafter.

ARBITRATION PROVISIONS

- A. The decision of the arbitrator shall be binding on both parties.
- B. The arbitrator shall have no power to make any decision or recommendations inconsistent with the law or the terms and conditions of this Agreement. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

D. The fee and expenses of the arbitrator shall be shared by the parties. Each party shall assume the cost of presenting his case before the arbitrator.

The time limits provided in this article shall be strictly observed. Failure to comply with the time requirements shall subject the grievance to automatic denial at any step of the grievance procedure.

The custodial employee may be represented by the business representative of the Union during all grievance procedures.

ARTICLE 8

MONTHLY DISCUSSION MEETINGS

Representatives of the Administration and the Union will meet at times convenient to both parties to resolve problems that may arise. Each party will submit to the other, prior to the meeting, a list of items they wish to discuss.

ARTICLE 9

SENIORITY

Seniority shall be defined as the length of continuous service within the bargaining unit, including periods while on unpaid leaves of absence, commencing with the first day of work as a member of the bargaining unit. If two or more employees have the same number of years of service the employee with the first date of hire shall be considered senior.

ARTICLE 10

If two or more positions are to be combined due to consolidation, the combined position(s) shall, when possible, be awarded to the affected employees in order of greatest bargaining unit seniority provided it will result in the same or greater number of hours for the

ARTICLE 11

LAY OFF PROCEDURES

In the event it becomes necessary to lay off employees due to school closures, the parties will meet, with thirty (30) days notice, to negotiate and agree to layoff procedures.

ARTICLE 12
TERM OF AGREEMENT

TERM OF STATEMENT OF POLICY

It shall be understood that all former policies concerning School City Building Service Employees shall be made null and void; that this Policy Statement shall supersede all previous policies, written and oral.

Should any article, section or clause of this Policy Statement be declared illegal by a court of competent jurisdiction or by legislative action, said article, section or clause, as the case may be, shall be automatically deleted from this Policy to the extent that it violates the law, but the remaining articles, sections and clauses shall remain in full force and effect for the duration of the Policy, if not affected by the deleted article, section or clause.

Questions concerning the appropriateness of the unit covered by this Statement of Policy or assertions that the Union no longer represents a majority of employees covered by this Statement of Policy shall be raised by the employer, the Union, or thirty percent (30%) of the employees covered by this Statement of Policy not more than ninety (90) days and not less than sixty (60) days prior to the expiration of the salary schedule(s) agreed to by the parties.

This Statement of Policy shall become effective January 1, 2022 and shall continue in effect through December 31, 2027. The parties agree to negotiate for each calendar year during the life of this Agreement wages and wage related fringe benefits. In addition to wages and wage related fringe benefits each party may reopen up to one article of the Agreement each calendar year. This Agreement shall automatically be extended beyond December 31, 2027, with the terms and conditions unchanged unless, subsequent to December 31, 2027 (2) two weeks notice is given by either party of its intention to terminate the contract, in which case the Agreement shall terminate two (2) weeks subsequent to such notice.

affected employee(s). The affected employee(s) not awarded the combined position(s) will be grandfathered at their present rate levels until future openings allow them to be transferred laterally to equivalent positions. If a lateral transfer or a transfer to a higher rate level is declined by an affected employee his/her rate of pay will be reduced in his/her present position effective the following July 1.

ARTICLE 11

LAY OFF PROCEDURES

During the life of this Agreement there shall be no layoff.

ARTICLE 12

TERM OF AGREEMENT

TERM OF STATEMENT OF POLICY

It shall be understood that all former policies concerning School City Building Service Employees shall be made null and void; that this Policy Statement shall supersede all previous policies, written and oral.

Should any article, section or clause of this Policy Statement be declared illegal by a court of competent jurisdiction or by legislative action, said article, section or clause, as the case may be, shall be automatically deleted from this Policy to the extent that it violates the law, but the remaining articles, sections and clauses shall remain in full force and effect for the duration of the Policy, if not affected by the deleted article, section or clause.

Questions concerning the appropriateness of the unit covered by this Statement of Policy or assertions that the Union no longer represents a majority of employees covered by this Statement of Policy shall be raised by the employer, the Union, or thirty percent (30%) of the employees covered by this Statement of Policy not more than ninety (90) days and not less than sixty (60) days prior to the expiration of the salary schedule(s) agreed to by the parties.

This Statement of Policy shall become effective January 1, 2017 and shall continue in effect through December 31, 2019. The parties agree to negotiate for each calendar year during the life of this Agreement wages and wage related fringe benefits. In addition to wages and wage related fringe benefits each party may reopen up to one article of the Agreement each

calendar year. This Agreement shall automatically be extended beyond December 31, 2019, with the terms and conditions unchanged unless, subsequent to December 31, 2019 (2) week notice is given by either party of its intention to terminate the contract, in which case the Agreement shall terminate two (2) weeks subsequent to such notice.

IN WITNESS WHEREOF, we, the parties hereto, have caused these presents to be signed by our proper representatives this 5th day of December, 2016.

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 73

SCHOOL CITY OF HAMMOND, INDIANA

Christine Bostrom
President

Daniel W. W.
President

Elliott J. Watson Jr
Negotiating Committee

Gregg Gammie
Secretary

Travis Campbell
Negotiating Committee

James Hare
Facilities Manager

Anthony J. S.
Negotiating Committee

L.B.
Supervisor of Operations

L. Hendryk
Negotiating Committee

Daniel V. Friel
Spokesperson

Timmy Bell
Negotiating Committee

James A. Relews
Negotiating Committee

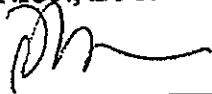
L. C.
Negotiating Committee

Sam C. Hadam SEIU / Rep
Negotiating Committee

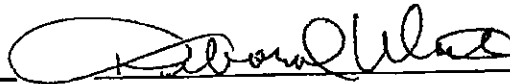
IN WITNESS WHEREOF, we, the parties hereto, have caused these presents to be signed by our proper representatives this 18th day of December, 2018.

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 73

SCHOOL CITY OF HAMMOND, INDIANA

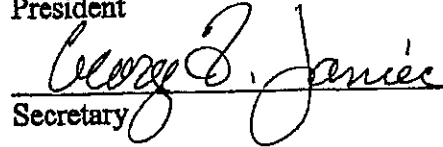


President



President

Negotiating Committee



Secretary

Negotiating Committee

Facilities Manager

Negotiating Committee

Supervisor of Operations

Negotiating Committee

Spokesperson

Negotiating Committee

Negotiating Committee

Negotiating Committee

Negotiating Committee

APPENDIX A

Date Filed: _____

TRANSFER FORM - CUSTODIANS

TO: Operations Administrator
FROM: _____
SUBJECT: Request for Transfer

PRESENT LOCATION AND ASSIGNMENT

Location Assignment

REQUESTED LOCATION AND ASSIGNMENT

Location Assignment

REASONS FOR REQUESTING TRANSFER

Signed _____

APPENDIX B

SCHOOL CITY OF HAMMOND

GRIEVANCE REPORT FORM - BUILDING SERVICE EMPLOYEES

Stage 1. Grievance # _____ Name of Grievant _____
Location _____ Date Grievance Occurred _____

Statement of Grievance _____

Relief Sought _____

Signature of Grievant _____ Date _____

Disposition of Operations Administrator _____

Signature of Operations Administrator _____

Date _____

Stage 2. (If carried forward to Stage 2.)

Disposition by Personnel Administrator _____

Signature of Personnel Administrator _____

Date _____

Stage 3. (If carried forward to Stage 3.)

Disposition by Superintendent _____

Signature of Superintendent _____

Date _____

LAY OFF PROCEDURES

In the event it becomes necessary to lay off employees, they shall be laid off on the basis of least senior employee in a given position (see Article 4, Section A). An employee in a rated custodial position, whose position is being eliminated, shall have the right to bump the least senior custodian in the same position and within the same or lower job classification. An employee that is bumped pursuant to this procedure shall have the right to bump the least senior employee in a staff custodian position.

An employee in a rated custodial position that is bumped pursuant to this procedure shall be grandfathered at their present rate levels until future openings allow them to be transferred laterally to an equivalent position. If a lateral transfer or a transfer to a higher rate level is declined by an affected employee his/her rate of pay will be reduced in his/her present position effective the following July 1.

Employees on the recall list shall be recalled to open positions on the basis of greatest unit seniority.

Laid off employees shall have the right to remain on the recall list for a period of two (2) years. 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. Continuous service within the bargaining unit shall be broken and the employment relationship shall be terminated when an employee fails to give notice of intent to accept or reject a recall to a position within seven (7) calendar days or, having given intent to accept a position, fails to report for work within fourteen (14) calendar days after receipt of written notice of recall to work.

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 73

SCHOOL CITY OF HAMMOND

Daniel J. Friel
FOR THE BOARD

Travis W. Campbell
FOR THE UNION

Date: February 18, 2021

LEAVE PROVISIONS

[Effective August 15, 2021 through December 31, 2021] If a custodial employee is directed by the administration to quarantine, and following the CDC and SCH protocols, due to a positive test for Covid-19, due to the custodial employee experiencing symptoms of Covid-19 or due to exposure during the custodial employee's workday to a student and/or other school personnel that tested positive for Covid-19, the Superintendent shall authorize the custodial employee to get paid for a period of up to fourteen (14) calendar days without the use of paid personal illness leave.

[Effective January 1, 2022 through June 30, 2022] If a custodial employee provides proof of having received the Covid- 19 vaccine and is directed by the administration to quarantine, and following the CDC and SCH protocols, due to a positive test for Covid-19, due to the custodial employee experiencing symptoms of Covid-19 or due to exposure, during the custodial employee's workday to a student and/or other school personnel that tested positive for Covid-19, the Superintendent shall authorize the custodial employee to get paid for a period of up to fourteen (14) calendar days without the use of paid personal illness leave.

In addition, if a vaccinated custodial employee is diagnosed with a prolonged illness due to Covid-19, the superintendent shall have the discretion to allow the custodial employee to be absent for an extended period of time without the use of sick leave.

MEMORANDUM OF UNDERSTANDING

2021-2022 Secondary Reorganization Procedure

Custodians that are in #1 rated custodial positions at the four (4) high schools during the 2020-2021 school year shall be the first custodians to be placed. Effective the 2021-2022 school year, the custodians in #1 rated custodial positions in the four (4) high schools shall be placed in the #1 rated positions at the two (2) high schools on the basis of employees with the greatest seniority (see Article 9) getting preference of assignment over employees with less seniority.

Custodians that are in #2 rated custodial positions at the four (4) high schools during the 2020-2021 school year shall be the next custodians to be placed. Effective the 2021-2022 school year, the custodians in #2 rated custodial positions in the four (4) high schools shall be placed in the #2 rated positions at the two (2) high schools on the basis of employees with the greatest seniority getting preference of assignment over employees with less seniority.

Custodians that are in #3 rated custodial positions at the four (4) high schools during the 2020-2021 school year shall be the next custodians to be placed. Effective the 2021-2022 school year, the custodians in #3 rated custodial positions in the four (4) high schools shall be placed in the #3 rated positions at the two (2) high schools on the basis of employees with the greatest seniority getting preference of assignment over employees with less seniority. A custodian in a #3 rated custodial position at one of the four (4) high schools, whose position is eliminated, shall have right to select a staff custodial position at a middle school or a high school for the 2021-2022 school year.

Custodians that are in #4 rated custodial positions at the four (4) high schools during the 2020-2021 school year shall be the next custodians to be placed. Effective the 2021-2022 school year, the custodians in #4 rated custodial positions in the four (4) high schools shall be placed in the #4 rated positions at the two (2) high schools on the basis of employees with the greatest seniority getting preference of assignment over employees with less seniority. A custodian in a #4 rated custodial position at one of the four (4) high schools, whose position is eliminated, shall have right to select a staff custodial position at a middle school or a high school for the 2021-2022 school year.

An employee in a rated custodial position that is eliminated pursuant to this procedure shall be grandfathered at their present rate levels until future openings allow them to be transferred laterally to an equivalent position. If a lateral transfer or a transfer to a higher rate level is declined by an affected employee his/her rate of pay will be reduced in his/her present position effective the following July 1.

Custodians that are in staff custodial positions at the four (4) high schools during the 2020-2021 school year shall be the next custodians to be placed. Effective the 2021-2022 school year, the custodians in staff custodial positions in the four (4) high schools shall be placed in the staff custodial positions at the two (2) high schools or the two (2) middle schools on the basis of employees with the greatest seniority getting preference of assignment over employees with less seniority.

ARTICLE 4
WAGE AND BENEFITS

(4) SECTION A

**SCHOOL CITY OF HAMMOND, INDIANA
BUILDING SERVICE EMPLOYEES' SALARY SCHEDULE
EFFECTIVE January 1, 2017
(HOURLY WAGE INDICATED)**

		POSITION			
		#1	#2	#3	#4
C L A S S I F I C A T I O N	I	21.35	19.02	17.71	17.23
	II	20.61	18.44	17.22	16.97
	III	20.03	17.73	17.01	
	IV	19.21	17.25		
				Staff Custodian	15.89
				Field Service Foreperson	21.35
				Field Serviceperson	20.61
				Grounds Crew #1	21.35
				Grounds Crew #2	19.02

Effective January 1, 1993 - 3% PERF paid by School Corporation

ARTICLE 4

WAGE AND BENEFITS

(4) SECTION A

SCHOOL CITY OF HAMMOND, INDIANA
 BUILDING SERVICE EMPLOYEES' SALARY SCHEDULE
 EFFECTIVE JANUARY 1, 2019
 (HOURLY WAGE INDICATED)

C L A S S I F I C A T I O N	I	POSITION			
		#1	#2	#3	#4
	I	22.31	19.88	18.51	18.01
	II	21.54	19.27	18.00	17.74
	III	20.94	18.53	17.78	
	IV	20.07	18.03		
		Staff Custodian		16.61	
		Field Service Foreperson		22.31	
		Field Serviceperson		21.54	
		Grounds Crew #1		22.31	
		Grounds Crew #2		19.88	

Effective January 1, 1993 - 3% PERF paid by School Corporation

**MEMORANDUM OF UNDERSTANDING
One Time Stipend**

The parties hereby agree, in addition to any compensation to which a custodial employee shall be entitled pursuant to the Article 4, Section A, Salary Schedule, a one-time stipend in the amount of \$2332.84 shall be paid to a custodial employee who was employed by the School City of Hammond and received compensation for ninety (90) days or more during school year 2021-2022, who is still employed by the School City of Hammond as of January 1, 2022. A custodial employee receiving a one-time may take the one-time stipend as a separate check or may direct the money be placed in the custodian's Health Savings Account (HSA).

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 73

SCHOOL CITY OF HAMMOND

President

President

Union Representative

Secretary

MEMORANDUM OF UNDERSTANDING
One Time Stipend

The parties hereby agree, in addition to any compensation to which a custodial employee shall be entitled pursuant to the Article 4, Section A, Salary Schedule, a one-time stipend in the amount of \$2,182.78 shall be paid to a custodial employee who was employed by the School City of Hammond and received compensation for ninety (90) days or more during school year 2022 - 2023, who is still employed by the School City of Hammond as of January 1, 2023. A custodial employee receiving a one-time stipend may take the one-time stipend as a separate check or may direct the money be placed in the custodian's Health Savings Account (HSA).

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 73

SCHOOL CITY OF HAMMOND

President

President

Union Representative

Secretary