SCHOOL NUTRITION SERVICES AGREEMENT

between the

BOARD OF SCHOOL TRUSTEES

of the

MERRILLVILLE COMMUNITY SCHOOL CORPORATION

and

LOCAL 73, SERVICE EMPLOYEES

INTERNATIONAL UNION, AFL-CIO

January 1, 2026 – December 31, 2026

Board Approved December 16, 2025

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ARTICLES OF AGREEMENT

This Agreement is made and entered into by and between the Board of Trustees of the Merrillville Community School Corporation, Lake County, Indiana, hereinafter referred to as the Employer, and Local 1, Service Employees International Union, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1
COVERAGE AND UNION SECURITY

(1)**Section A - Union Recognition**

The Employer recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours of employment and other related conditions of employment for all employees in the bargaining unit. The Union agrees to establish and maintain itself as the collective bargaining representative to represent all employees in the bargaining unit for such matters.

(1)**Section B - Bargaining Unit Defined**

The bargaining unit shall consist of all permanent School Nutrition Services employees employed by the Merrillville Community School Corporation. Employees in this unit shall be under the immediate supervision of the Director of Department of School Nutrition Services. During the life of this agreement all members of the bargaining unit shall be employees of the School Corporation. The term employee hereinafter shall mean a member of the bargaining unit.

No bargaining unit employee shall be responsible for hiring, promoting, demoting, layoff, recalling, transferring, disciplining, discharging or adjusting the grievance of any employee within the bargaining unit. This in no way limits the Head Cook from issuing directives, supervising, or informally evaluating the employees under their supervision.

(1)**Section C - Payroll Deduction of Dues**

1. Authorization Cards Required The Employer will deduct from an employee's pay dues and initiation fees as designated by the Secretary-Treasurer of Local 1, for membership dues and initiation fees of the Union on the basis of individually signed voluntary deduction authorization cards in a form agreed to by the Employer and the Union.

2. When Deductions Begin Deductions from an employee's pay shall commence with the paycheck for the payroll period in which her authorization card is received and will be automatically continued until canceled.

3. Cancellation Authorization for deduction of dues from pay may be canceled by an employee upon written notice to the Employer's Payroll Office.

4. Payment in Case Earnings Are Insufficient In case earnings for any period are insufficient to cover dues, payment for such dues shall be made by the Employee directly to the Union.

(1)**Section D - Payroll Deduction of COPE Contributions**

The Employer agrees to deduct voluntary contributions to the Union's Committee on Political Education Fund from an employee's paycheck as directed by written voluntary authorization

provided by the Union and signed by the employee. Such deductions shall be forwarded to the Union's Committee on Political Education Fund monthly. Money collected under this Section will be used primarily for lobbying at the State and Federal level and to support candidates for State and Federal office, and will not be used to support candidates for the Board of School Trustees of the Merrillville Community School Corporation.

(1)**Section E - 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 named as stewards. The Union Steward shall inform new employees of the Union and answer any questions they might have. The Union Steward shall investigate possible grievances and inform the Union Business Representative of the circumstances surrounding an alleged grievance. It will be the responsibility of the Union Business Representative to take the action necessary to resolve any grievance. The Union agrees that the steward shall perform her duties as expeditiously as possible and shall not interfere with the duties of employees or normal operation of the schools. When visiting a building in her capacity as Union Steward, the employee shall check in with the office first.

(1)**Section F - Notification to Union**

At least once per month the Employer agrees to supply the Union with copies of personnel reports submitted to the Board of School Trustees, which reports shall include the name and date of hire and building assignment of each new employee and the name of all employees who leave the service of the school corporation.

(1)**Section G - Union Visitation**

The President of the Union or his authorized representative shall have the right to visit work locations for the purpose of observing working conditions, insuring that the Agreement is being complied with, meeting with administrators on grievances, and talking with employee members of the bargaining unit; provided, however, that such visits shall be conducted as expeditiously as possible and shall not interfere with the duties of the employees or the normal operation of the schools. The President or his authorized representative shall, when the office is open, check in with the office first. Meetings with administrators shall be arranged in advance for mutually agreeable time and date.

(1)**Section H - Non-Discrimination**

There shall be no discrimination against any employee because of Union affiliation or lawful Union activities or because of or based upon race, color, religion, sex, or national origin.

ARTICLE 2
CLASSIFICATION OF EMPLOYEES AND JOB DUTIES

(2)**Section A - Job Descriptions**

There shall be a written job description for each employee classification.

(2)**Section B - Employment Procedure**

1. Employment Procedure Employment of all School Nutrition Service workers 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.

2. Probationary Period A newly hired School Nutrition Service employee shall be considered a probationary employee for a period not to exceed sixty (60) workdays. During the probationary period the employee is expected to show unmistakable evidence of fitness for 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, sick leave, personal business leave, bereavement leave, jury duty pay, and insurance except for medical insurance for eligible employees will be extended to the newly hired employee until the probationary period has been passed.

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 medical examination.

4. Appropriate Dress Employees will be expected to report to work well-groomed and appropriately dressed as defined in the School Nutrition Services policy handbook.

5. Safe Equipment All equipment provided by the employer shall be safe for employees to use.

ARTICLE 3
HOURS OF WORK AND SCHEDULES

(3)**Section A - Work Week**
The regular work week of employees shall be Monday through Friday. Forty (40) hours per week shall be the maximum number of hours worked at the straight time rate.

(3)**Section B - Work Day**
The regular work day shall consist of up to eight (8) hours for employees. Employees will be guaranteed their normal assigned hours on days when schools are in session and lunches are served.

(3)**Section C – Normal School Day**
A normal school day is defined as when school is in session and students are present.

(3)**Section D - Overtime**
All overtime shall be paid at the rate of one and one-half times (1 ½) the regular rate of pay for services performed in addition to forty (40) hours per week. Time and one-half (1 ½) shall be paid on a weekly basis.

Mandatory meetings called by the Employer shall be paid in accordance with the provision of this section.

Substitute employees shall not be assigned overtime work if a qualified regular employee is available in that building to do the work.

Work performed for a banquet after the regularly scheduled hours for the normal school day operation of the cafeteria will be paid at time and one-half (1 ½) the rate of pay of one of the following five (5) positions worked at the banquet: Lead Cook, Assistant Lead Cook, Head Baker, Head Salad Preparer and Banquet Server. If work for a scheduled banquet requires preparation of a separate menu during the regularly scheduled hours for the normal school day operation of the

cafeteria, additional work time will be provided to regular short hour employees who work in that building to do the banquet preparation.

An employee who is called back to work at a banquet shall be paid a minimum of one (1) hour at time and one half or time and one half for actual hours worked, whichever is greater. Substitute employees shall not be assigned banquet overtime if a qualified regular employee is reasonably available.

(3)**Section E - Emergency Call Back Overtime**
An employee who is called back to work after her normal shift due to an emergency, shall be paid a flat ten dollars ($10.00) per call back or time and one half for actual hours worked, whichever is greater.

(3)**Section F - Prior Approval for Overtime**
All overtime must have the prior approval of the Director of School Nutrition Services.

(3)**Section G - Paid Lunch Periods**
Employees who work four or more hours per day shall receive a thirty minute paid lunch period.

(3)**Section H - Work Schedules**
1. Work schedules for employees shall be scheduled so that employees shall have consecutive work days each week.

2. Split shift schedules shall not be required. Employees may be assigned to a split shift on a voluntary basis only.

3. Employees may be assigned more than one building on a given day on a voluntary basis only. However, the Director of School Nutrition may assign employees on a temporary basis based upon immediate need.

4. There shall be no staggering of the time of any employee at any time for the purpose of eliminating overtime.

5. Employees who work the breakfast program on days when school is in session but lunches are not served, will be guaranteed at least two (2) hours at the rate of pay for the position worked.

(3)**Section I - 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. However, when employees are scheduled to work on a school day which had to be rescheduled because of an emergency school closing earlier in the school year, they shall be paid at their regular hourly wage for their normal assigned hours.

(3)**Section J - Emergency Reduction of the Normal School Day**
In case of an emergency reduction of the length of a school day, when lunches are served, 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 Director of

School Nutrition Services or his designee and will be paid their regular wages for their normal assigned hours.

In case of an emergency reduction of the length of a school day, when lunches are not served, 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 Director of School Nutrition Services or designee and will be paid for one-half their normal assigned hours or for the actual hours worked whichever is greater.

(3)**Section K - Temporary Assignment**
During the life of this Agreement, in the event an employee is assigned to a position on a temporary basis, that employee on the fourth (4^{th}) day (consecutive or non-consecutive) he or she has occupied that position and every day thereafter shall receive the rate of pay which the employee would have received had she been assigned to said position on a permanent basis.

When a substitute employee is needed at a given school, when practicable, the opportunity will be provided for a qualified regular employee whose assignment is less than eight (8) hours per day, to work additional hours provided no overtime is necessary.

When an employee is assigned on a temporary basis to a position in a higher classification or in a position with additional hours the employee will be paid after thirty calendar days on the basis of the temporary assignment for any short term paid leave or holidays that occur during the temporary assignment.

(3)**Section L - Substituting**
When an employee substitutes at a different building on days when that employee's building is not serving lunch, that employee will be paid at the rate for the position in which they are working as a substitute.

ARTICLE 4
WAGES AND BENEFITS

(4)**Section A- Wages**
Employees shall be paid in accord with the Salary Schedule in Appendix A.

(4)**Section B - Life Insurance**
All Board approved employees who are hired before January 1, 2025, and are scheduled for three and one-half (3 ½) hours per day or more and all Board approved employees who are hired after January 1, 2025, and are scheduled for six (6) hours per day or more, are eligible to receive a $30,000 term life insurance policy which includes a $60,000 accidental death and dismemberment provision. For eligible employees sixty-five (65) years of age and older the employer shall contribute an amount equal to the amount contributed on behalf of younger employees and the employee shall be covered in whatever amount of life insurance that amount of premium will purchase.

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

(4)**Section C - Hospitalization, Major Medical, Dental and Vision Insurance**
Effective July 1, 2022, Employees hired on or after July 1, 2022, shall be eligible for the High Deductible Health Care Plan Only

[Effective January 1, 2026]

1. All Board approved employees who are scheduled for six (6) hours per day or more throughout the regular school year, and hired prior to July 1, 2022, 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 based on the United Healthcare Traditional PPO plan, effective January 1, 2026:

    a) The Board shall provide seventy percent (70%) toward the annual cost for the eligible employee's participation in the single membership in the group hospitalization, major medical, dental and vision plan.

    b) The Board shall provide seventy percent (70%) toward the annual cost of participation in the family membership plan.

    c) 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, fifty percent (50%) toward the annual cost for the eligible employee's participation in the single dental plan or fifty percent (50%) toward the cost for the eligible employee's participation in the family dental plan.

    d) 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, forty percent (40%) toward the annual cost for the eligible employee's participation in the single vision plan or forty percent (40%) toward the annual cost for the eligible employee's participation in the family vision plan.

    e) For the years following 2018, the parties agree that the language negotiated by the parties governing health insurance to be in effect shall be in compliance with the statues in effect at that time.

2. All Board approved employees who are scheduled for six (6) hours per day or more but less than eight (8) hours per day throughout the regular school year shall be eligible to participate in the Merrillville Community School Corporation hospitalization, major medical, dental and vision plan, or the dental plan and/or the vision plan on a prorated basis as a ratio of her hours worked per day to eight (8) hours.

3. The following language applies to employees hired after January 1, 2025. 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 plans, the total (employer and employee share) premium shall be calculated by taking the total (employer plus employee share) family plan premium and deducting the total single plan premium (employer plus employee share). The employee share will then be calculated at the same percentage as would have been applied under the family plan for the employee.

4. The following language applies to employees hired before January 1, 2024, who qualified for this language and who were covered by this language. 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 on a prorated basis as a ratio of hours worked per day to eight (8) hours. In no case shall the total credit of the spouses exceed the total cost of the plan(s) selected by the employees. Once the above calculations are completed, a husband and wife that are both eligible for the Board's contribution towards a family membership plan in the traditional PPO group hospitalization, major medical and dental plan shall contribute an additional $2,000 annually toward the cost of the family plan or an additional $1,000 annually toward the cost of a single plan.

   Once the above calculations are completed, a husband and wife that are both eligible for the Board's contribution towards a family membership in a High Deductible group hospitalization, major medical and dental plan shall contribute an additional $1,000 annually toward the cost of the family plan or an additional $500 annually toward the cost of a single plan.

5. While on an official unpaid leave of absence, an employee shall be entitled, upon written request, to continue participation in insurance coverage (hospitalization, major medical, dental, life and vision) in which he/she was participating at the time the unpaid leave of absence commenced, provided the employee assumes the full cost of the insurance premiums for the duration of the unpaid leave. Payment of the insurance premiums shall be made at the Administrative Services Center.

6. During the life of this Contractual Agreement, the parties shall continue to investigate other insurance plans and carriers in an effort to reduce costs.

7. Effective January 1, 2021, a School Nutrition Service Employee will be assessed a Spousal Surcharge of $150 per month ($90 per payroll based on twenty pays) for an employee's enrolled spouse if he/she is eligible for medical coverage through his/her own employer which is deemed to meet the Affordable Care Acts essential benefits and minimum value requirements.

8. The Merrillville Community School Corporation and the Local 73, Service Employees International Union, AFL-CIO hereby agree that beginning the Fall of 2013 the school corporation will offer a Health and Wellness Screening. CHC Wellness, Inc. shall administer the Health and Wellness Screening. The Merrillville Community School Corporation shall pay the cost of the basic health and wellness screening for employees that participate in the group hospitalization and major medical plan. The Merrillville Community School Corporation shall also pay the cost of the basic health and wellness screening for the spouses of employees that have family coverage in the group hospitalization and major medical plan. If an employee has a single plan and does not participate in the health and wellness screening, the employee will pay $25.00 more per month toward the single premium effective January 1, 2014. If an employee has a family plan, and the employee does not participate in the health and wellness screening, the employee will pay $50.00 more per month toward the family

premium effective January 1, 2014. If an employee has a spouse, the employee's spouse must also participate in the health and wellness screening in order to avoid the $50.00 a month increase in the family premium.

The employee's contributions to the above single plan shall be increased by $900.00 annually if the employee is a tobacco user. The employee's contribution to the above family plan shall be increased by $900.00 annually if the employee is a tobacco user. The employee's contribution to the above family plan shall be increased by an additional $900.00 annually (for a total of $1,800) if the spouse is also a tobacco user.

(4)**Section D – High Deductible Health Plan**

The Merrillville Community School Corporation and the Local 73, Service Employees International Union, AFL-CIO, Merrillville Education Support Personnel Association agree that the Board shall provide an option of a high deductible group hospitalization, major medical health plan. The following shall apply to employees electing to participate in the High Deductible Health Plan (HDHP):

1. The Board shall provide seventy percent (70%) toward the annual cost for the eligible employee's participation in the single membership in the high deductible health plan.

2. The Board shall provide seventy percent (70%) toward the annual cost 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.

(4)**Section E - Public Employee Retirement Fund (PERF)**

To be eligible to participate in PERF, an employee must be regularly scheduled to work for three and one-half (3 ½) hours or more 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.

(4)**Section F – Section 125 Plan**

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

(4)**Section G - Paid Holidays**

Each employee shall receive the following paid holidays: Labor Day, Thanksgiving Day, Friday After Thanksgiving, Martin Luther King Day, President's Day, and Memorial Day. Holiday pay shall equal the amount of pay which the employee normally receives for a regular work day. An employee who is required to work on one of these holidays, when students are not in attendance, shall be paid at the rate of one and one-half times (1 ½) times the regular rate of pay in addition to the holiday pay. Should a day when students would have been in attendance be canceled, that day may be used as a holiday and employees be paid accordingly.

In the event students are scheduled to be in attendance on a holiday, that day will not be a paid holiday, employees will be paid at their regular daily/hourly rate, and an alternative day off will be selected. Should an employee have to report to work on a snow day that is taking the place of a holiday, the employee will be paid their regular daily rate and an additional personal business day will be issued to that employee to be used during that school year.

(4)**Section H - Retirement Severance Pay**

1. Upon retirement from the Merrillville Community School Corporation, severance pay shall be granted to an eligible employee hired before January 1, 2005. Eligibility for retirement severance pay shall be defined by and include all of the following:

    a. 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.

    b. Employees shall become eligible for severance pay when their age and their years of service with the Merrillville Community School Corporation total sixty (60).

    c. A written notification of intent to retire must be filed with the Superintendent on or before July 1 of the year prior to retirement.

    d. 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.

2. Severance Pay Computed
    1. Severance pay shall be computed as follows:

        After 10 years, 25% of accumulated sick leave.
        After 11 years, 27½% of accumulated sick leave.
        After 12 years, 30% of accumulated sick leave.
        After 13 years, 32½% of accumulated sick leave.
        After 14 years, 35% of accumulated sick leave.

After 15 years, 37½% of accumulated sick leave.
After 16 years, 40% of accumulated sick leave.
After 17 years, 42½% of accumulated sick leave.
After 18 years, 45% of accumulated sick leave.
After 19 years, 47½% of accumulated sick leave.
After 20 years, 50% of accumulated sick leave.

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

3. 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:

Continuous Years of Service	Payment	Continuous Years of Service	Payment
10	$100	21	$680
11	$140	22	$760
12	$180	23	$840
13	$220	24	$920
14	$260	25	$1,000
15	$300	26	$1,100
16	$360	27	$1,200
17	$420	28	$1,300
18	$480	29	$1,400
19	$540	30	$1,500
20	$600		

4. 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 or to her estate if no insurance is in effect.

(4)**Section I – Retirement Plan**

1. 403(b) Plan

Effective January 1 2018, 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, 2018, the Board will continue an amount equal to one percent (1%) of each employee's regular straight time daily pay into the 403(b) plan 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.

2. Vesting of Contributions

The contributions to the 403(b) plan on behalf of an employee will vest with that employee after the employee completes five (5) consecutive years of service with the Merrillville Community

School Corporation. For purposes of this Article, one (1) year of service shall be defined as a minimum of one hundred twenty (120) days worked in a given calendar year. If at the time the employment relationship with the Merrillville Community School Corporation is severed an employee has not completed five (5) consecutive years of service, the amount in that employee's account shall revert back to the School Corporation.

3. Calculation at the Time Employee Severs Employment

At the time an employee servers his/her employment relationship with the Merrillville Community School Corporation, the value of all contributions to the employee's 403(b) account plus an assumed rate of return equal to a fixed rate account of the 403(b) plan (agreed to by the parties prior to January 1, 2005) and the amount that the employee received from their 401(a) plan prior to March 31, 2018, shall be deducted from the total amount of severance pay to which the employee would be entitled pursuant to Article 4, Section H, of this Contractual Agreement. The rate of return for the fixed rate account of the 403(b) plan shall be determined each July 1 and shall be used for the succeeding twelve (12) month period. The remaining severance pay shall be paid out pursuant to Article 4, Section H, of this Contractual Agreement.

If the 403(b) account and the amount the employee received from their 401(a) account is larger than the employee's severance pay pursuant to Article 4, Section H, of this Contractual Agreement, or if the employee is not entitled to severance pay pursuant to Article 4, Section H, of this Contractual Agreement, the employee will receive the 403(b) amount only.

(4)**Section J - Expense Allowance**

Employees who use their vehicles for authorized school business will be paid mileage at the rate designated by the U.S. Internal Revenue Service.

(4) **Section K - Training Completed Prior To School Year**

Employees who complete required training such as Global Compliance Network (GCN) videos for Bloodborne Pathogens and Internal Controls, for the coming school year, shall be eligible to receive a stipend as determined by the Director of School Nutrition Services. Required training and a stipend amount, not less than $50 and not greater than $75, when approved, shall be determined on a year by year basis by the Director of School Nutrition Services. Training requirements must be completed after July 1st prior to the start of each school year and not after the first Friday of the school year. Opportunities to complete required training shall be available to all School Nutrition employees. Should any employee not complete required training during this window, they shall complete required training during their regularly scheduled work day at the direction of the Director of School Nutrition Services.

ARTICLE 5
LEAVES

(5)**Section A - Sick Leave**

1. Sick Leave Accrual All new employees 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. Each calendar year thereafter, upon reporting to work for one full day, an employee is allowed six (6) days effective the first day of the new year, which days shall be cumulative without limit.

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

3. 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 (½) of a scheduled work day.

4. Doctor's 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.

(5)**Section B - Bereavement Leave**

1. 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, step-father, mother, step-mother, brother, sister, son, step-son, daughter, step-daughter, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or a person who has an established and recognized home in the home of the employee.

2. 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.

3. 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.

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

5. Death of a 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 1 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.

(5)**Section C - Jury Duty**

Any employee who is called for jury duty or as a witness for the State of Indiana shall receive the necessary leave to fulfill her civic obligation. The employee shall be paid her full salary for each assigned work day missed because of such leave, provided the employee pays to the School Corporation the witness fee or the compensation received for jury duty less

mileage expenses. This leave shall not be deducted from sick leave or from personal business leave days.

(5)**Section D - Personal Business Leave**

1. Personal Business Leave Accrual All new employees 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. Thereafter, an employee is allowed two (2) personal business leave days each calendar year.

2. Pay for Personal Leave Days Personal business 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. Personal business leave shall be taken in segments of one-half (½) scheduled working day.

3. Request for Leave An employee must submit an application (See Appendix B) re-questing 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 day or on a professional development day, except by approval of the Superintendent or his designee.

4. 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.

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

(5)**Section E - 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 designee 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.

1. 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 child birth.

2. 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.

3. 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.

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

5. 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.

(5)**Section F - Family Medical Leave Act**

As per School Board policy, an employee may be eligible for paid benefits while on unpaid leave of absence for up to twelve (12) weeks pursuant to the Family and Medical Leave Act (FMLA). An employee who believes that she has been denied benefits to which she is entitled under the FMLA may file a grievance at Step Two. The grievance will not be processed beyond Step Two; however, if the dispute is not resolved at Step Two, the employee may file a complaint with the U.S. Department of labor.

(5)**Section G - Family Illness Leave**

Employees shall be allowed up to three (3) days leave per calendar year (not cumulative but deducted from accumulated personal illness days) in case of serious illness, major surgery, or serious accident involving 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.

(5)**Section H - 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.

(5)**Section I - Other Unpaid Leaves**
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.

(5)**Section J - 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 or other evidence substantiating the need for such leave. 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.

ARTICLE 6
FILLING OF POSITIONS

(6) **Section A - Posting of Vacancies**
All unit positions which become vacant through a resignation, termination, retirement, new position, transfer, or that hereafter may be added, shall be advertised within seven (7) calendar days after the vacancy occurs. These postings shall be posted for seven (7) calendar days and shall include the job duties, qualifications, classification, the location, wage range, the number of hours per day, and the deadline for filing applications.

(6)**Section B - Filling of Positions**
All members of the bargaining unit who have completed the probationary period for newly hired School Nutrition Service employees shall be given an opportunity to bid on a posted position by filing a formal letter of application with the Director of School Nutrition Services during the seven (7) work day posting period.

Qualifications and seniority shall be considered in the filling of all vacancies. Employees shall serve a forty-five (45) work day probationary period in the new assignment. This probationary period may be reduced/extended or reduced by the Director of School Nutrition Services, at his/her discretion, with the agreement of the Director of School Nutrition Services, the cafeteria manager, and the employee involved.

If no employee applies who is qualified to do the work, the Employer may seek qualified applicants from outside the unit, provided however, the Employer, prior to seeking qualified applicants from outside the unit, may, at its option, fill the position on a probationary basis with an employee who in the Employer's judgment may be trained in a reasonable length of time to do the work of the position.

The Employer will fill open positions within thirty (30) days of the date of the vacancy if practicable.

At the Director’s discretion, employees must take and pass the ServSafe Certification class when available from the Director of School Nutrition Services. Should they fail to pass the test, they may retest when it is made available by the Director of School Nutrition Services. Failure to pass

the test the second time will result in demotion to a lower class employment if not already in the lowest class; and the inability to move into higher class job status until the certification is complete. After the second failed attempt, the School Nutrition Service employee may take the test again but at their own time and cost. At the discretion of the Director of School Nutrition Services, certain job postings shall require the interested applicant to pass ServSafe with a designated score.

Employees must retake the test and renew their certification every five (5) years as required by National Restaurant Association.

The ServSafe Food Handler must be passed during the employee's probationary period. If an employee does not pass during their probationary period, it shall be cause for termination. This requirement may be waived by the Director of School Nutrition Services.

(6)**Section C - Notification of Bidders**
An employee who bids on an open position shall be sent by the Director of School Nutrition Services a written acknowledgment that her bid has been received. When the position is filled all employees who bid on the position will be sent a written notice of the results of the bidding.

(6)**Section D - Additional Hours**
If additional hours are added to a currently occupied position, the current employee will be assigned the hours without the posting of the position.

If additional hours for a temporary period become available in a building, and the hours are not necessarily additional to any particular position, the additional hours will be offered to qualified employees in the building working less than eight hours per day. The rate of pay would be in accordance with the classification of the duties.

(6)**Section E - Involuntary Transfer**
An involuntary transfer or reassignment shall be made only after a meeting with the employee, union representative if requested by the employee, and the Superintendent (or his designee), at which time the employee will be notified of the transfer or reassignment.

(6)**Section F - Demotions**
Seniority shall be considered when an employee desires a position of less pay when the employee is the most senior qualified applicant for the position and such position is open.

(6)**Section G - Seniority**
1. Seniority Defined Seniority shall mean the total length of continuous service within the bargaining unit including periods while on official leave of absence.

2. Seniority List The Employer agrees to furnish the Union upon request, but no more often than once each year, a seniority list of its employees covered by this Agreement, including each employee's date of hire and current work classification.

3. Break in Seniority Seniority shall be lost for the following reasons:

    a Discharge for cause.
    b. Voluntarily quit.

c. Failure to return to work upon expiration of an authorized leave of absence without permission of the Employer.

(6)**Section H - Resignation**
A two (2) week notice is requested when an employee wishes to resign.

ARTICLE 7
GRIEVANCE PROCEDURE

(7)**Section A - General**

1. A grievance is a claim by an employee that there has been an alleged violation of a specific section of this Agreement.

2. A "working day" for the purposes of this grievance procedure shall, during the period of time covered by the official school calendar, mean the actual days the students are in session. During the period of time not covered by the official school calendar, a day shall mean a week day and shall exclude Saturday, Sunday, and legal holidays.

3. All time limits contained herein shall be strictly adhered to unless the Employer and the Union agree to an extension of time limits. If the grievant or the Union fails to act within the time limits set forth herein, the grievance shall be deemed waived.

4. In any claim for back pay the Employer shall not be required to pay back wages for more than fifteen (15) working days prior to the date the employee first knew or had reason to know of the act or condition upon which the alleged grievance is based.

(7)**Section B - Procedure**
Step 1 In the event an employee believes there is a basis for a grievance; she shall present the alleged grievance to the Director of School Nutrition Services within fifteen (15) working days of the date the employee first knew or had reason to know of the act or condition upon which the alleged grievance is based. The first step shall be informal. The employee may choose to be accompanied or represented at Step One by the President of the Union or his designee. The Director of School Nutrition Services shall have a maximum of fifteen (15) working days following the date of the submission of the grievance during which he may attempt to resolve the grievance.

Step 2 If the grievance is not resolved informally, the grievant may submit a formal written grievance to the Superintendent or his designee. In no case shall the formal written grievance be submitted more than twenty (20) working days after the date on which the grievance was submitted at Step One.

The formal written grievance shall contain a statement of the specific alleged violation citing the Article or Articles violated and the remedy sought. In addition to the signature of the grievant, the formal written grievance shall be signed by the President of the Union or his designee. The parties shall meet as soon as possible to attempt to resolve the grievance. The Superintendent or his designee shall indicate his disposition of the grievance in writing within twenty (20) working days of the submission of the formal written grievance at Step Two.

Step 3 If the Union is not satisfied with the disposition of the grievance by the Superintendent or his designee, the Union may file a demand for arbitration with the American Arbitration Association with a copy to the Superintendent within twenty (20) 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 forty (40) working days of the submission of the formal written grievance at Step Two. The parties shall attempt to agree upon the arbitrator. If the parties cannot agree on the arbitrator, the arbitrator shall be selected in accordance with the Labor Arbitration 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:

1. to stipulate to as many facts as possible;
2. to identify which facts and/or issues remain unresolved;
3. to exchange lists of witnesses, the nature of their testimony and exhibits;
4. 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.

(7)**Section C - Arbitration Provisions**

1. The decision of the arbitrator shall be binding on both parties.

2. The arbitrator shall have no power to substitute his judgment for that of the School Employer as to the reasonableness of any practice, policy, rule, or action taken by the School Employer not in violation of this Agreement.

3. The arbitrator shall have no power to make any decision or recommendations inconsistent with the law or the terms and conditions of this Agreement.

4. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

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

ARTICLE 8
DISCIPLINE

(8)**Section A - Suspension**

Employees may be suspended from their jobs, by the Superintendent or his designee without compensation for a period up to three (3) days for but not limited to the following reasons:

1. Repeated absenteeism.
2. Tardiness in reporting to work.
3. Leaving job prior to the end of the work day without approval from the immediate supervisor.
4. Insubordination.

Suspension without pay for more than three (3) days may be imposed on an employee for failure to perform in an acceptable manner and /or the reasons defined above. Within one (1) working day following a notice of suspension, the Assistant Superintendent or his designated representative will present a documented report of the suspension to the Superintendent for consideration and final disposition. The employee and the Union shall be provided a copy of the suspension report that is submitted to the Superintendent.

(8)**Section B - Termination**

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

1. Reporting to work under the influence of alcohol and/or drugs.
2. Receiving more than one (1) suspension.
3. Excessive tardiness in reporting to work.
4. Theft.
5. Falsifying records, form or reports.
6. Fighting.
7. Incompetence.
8. Unsatisfactory performance.
9. Insubordination.
10. Possession of alcohol on school premises.
11. Other just and reasonable causes.

(8)**Section C - Discipline Procedure**

No employee who has been employed for a period in excess of sixty (60) calendar days shall be suspended or terminated without just cause. The provisions of this Article shall not be subject to the grievance procedure beyond Step Two; however, if an employee feels that she has been suspended or terminated without just cause, in lieu of Step Three of the grievance procedure, the employee shall be entitled to a Board hearing.

Either party may request, prior to the Board hearing, a conference the purpose of which shall be:

1. to stipulate to as many facts as possible;
2. to identify which facts and/or issues remain unresolved;
3. to exchange lists of witnesses, the nature of their testimony and exhibits;
4. to resolve the grievance if possible, at this conference.

Neither party shall be permitted to assert in the Board hearing, except by approval of the Board, any grounds or to introduce into evidence, any testimony or exhibits, not previously disclosed to the other party.

The decision of the Board is final.

(8)**Section D - Employee's Rights in Discipline Case**

An employee shall be informed and have the right to respond in writing if anything of a derogatory nature is placed in her personnel file. The employee will initial and date the material to indicate that she 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, she shall do so within twenty (20) working days, and her response will be attached to the material and

placed in the employee's personnel file. The employer shall acknowledge receipt and placement of the written response in the employee's file. The contents shall not be subject to the grievance procedure; however, in the event of a suspension or discharge, the content of the materials and the written response may be introduced into evidence and argued on its merits by either at any step of the Grievance Procedure.

Any administrators who summons an employee to a conference which could reasonably be expected to result in suspension or dismissal will inform the employee in advance that the conference might lead to suspension or dismissal, and state that the employee has the right to have a currently available Union representative of her choice attend the conference. If, during the course of the conference, the employee becomes apprehensive that the conference might lead to suspension or dismissal, she may request that a Union representative attend the conference. If the request is denied, nothing which is said at that conference will be used in any subsequent consideration of the employee's suspension or dismissal.

(8) **Section E - Personnel Files**
Arrangements will be made to permit an employee to review her personnel file upon submission of a written request to the Director of Personnel.

ARTICLE 9
BOARD'S RIGHTS

The Employer will have the authority to manage and direct on behalf of the public the operations and activities of the School Corporation to the full extent authorized by law, except as specifically limited by the terms of this Agreement. Such responsibility and activity will include but not be limited to the right of the Employer to:

1. direct the work of its employees;
2. establish policy;
3. hire, promote, demote, transfer, assign and retain employees;
4. suspend or discharge its employees;
5. maintain the efficiency of school operations;
6. relieve its employees from duties because of lack of work or other legitimate reason, provided that during the life of this agreement there shall be no reduction in the number of bargaining unit positions or the number of hours assigned to any bargaining unit position as a result of work performed by unpaid volunteers or other non-employees; however, nothing in this agreement shall be construed to prevent the Board's using the services of volunteer workers or the services of other workers obtained at no cost to the Board;
7. take actions necessary to carry out the mission of the public schools as provided by law.

ARTICLE 10
NO WORK STOPPAGE

The Union agrees that neither the Union nor any of its agents will assist or participate in any strike action or work stoppage of any type during the life of this Agreement.

ARTICLE 11
EFFECT OF THE AGREEMENT

(11)**Section A - Maintenance of Contract**
Either party may initiate discussion during the term of this Agreement regarding salary, wages, or working conditions not contained in this Agreement or supplemental thereto. Discussion may be initiated by notifying the other party in writing listing the subject of discussion, but mutual agreement shall not be prerequisite to the Employer's acknowledged right to make and implement its final decision on all such matters.

(11)**Section B - Complete Agreement**
The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties hereto.

(11)**Section C - Savings**
Should any Article, Section, or Clause of the Agreement be declared illegal, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement 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 Agreement, if not affected by the deleted Article, Section, or Clause.

(11)**Section D - Right to Bring Suit**
Nothing in this Agreement shall be interpreted to restrict in any way the right of either party to bring suit for specific performance and/or breach of performance of this collective bargaining contract in any court having jurisdiction thereof.

(11)**Section E - Conflict Between Policy and Contract**
In the event any policy, rule or regulation of the Employer conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail.

ARTICLE 12
AGREEMENT - MODIFICATION OR TERMINATION

Each employee shall be provided with a copy of this Agreement. The foregoing Agreement between the Board of School Trustees of the Merrillville Community School Corporation and Local 73, Service Employees International Union, AFL-CIO shall be effective for the period beginning January 1, 2026 and shall continue in effect through December 31, 2026.

In the event a majority of the employees in the bargaining unit asserts, through a petition, to the school employer that the Association no longer represents a majority of the employees in the bargaining unit for the purposes of collective bargaining, said petition shall be presented to the Board not more than ninety (90) calendar days and not less than sixty (60) calendar days prior to June 30, 2026.

If no successor Agreement is ratified by the parties on or before December 31, 2026, this Agreement shall remain in effect on a status quo basis through December 31, 2027, or until a successor Agreement is ratified by the parties, whichever occurs first. This status quo provision shall not dictate the effective date of any provision of the successor Agreement. This Agreement shall not be extended orally and shall expire not later than December 31, 2027, unless extended by written agreement of the parties.

This Agreement is hereby approved in accordance with official action of the respective governing bodies.

Local 73, Service Employees
International Union, AFL-CIO

BY: _____
President

_____
Spokesperson

Board of School Trustees of the
Merrillville Community School Corporation

BY: _____
President

_____
Secretary

_____
Spokesperson

APPENDIX A

WAGE RATES
EFFECTIVE JANUARY 1, 2026

School Nutrition Service Personnel will be divided into the following classifications:

Class I	Manager – Secondary Schools, Catering
Class II	Manager – Elementary Schools
Class III	Assistant Manager – Secondary Schools
Class IV	Assistant Manager – Elementary Schools
Class V	Head Baker, Head Cashier, Head Entrée
Class VI	Head Salad Preparation, Head Dishroom Attendant, Assistant Cashier, Cook and/or Server, Breakfast Prep, Fruit & Veggie Prep, Stock Worker

WAGE RATES EFFECTIVE JANUARY 1, 2026

Yrs. of Experience	0	1	2	3
Class I	21.45	21.84	22.30	22.72
Class II	21.45	21.84	22.30	22.72
Class III	18.15	18.44	18.95	19.44
Class IV	18.15	18.44	18.95	19.44

Yrs. of Experience	0	1-2	3-4	5-6	7-8	9/More
Class V	15.44	15.77	16.29	17.02	17.46	17.88
Class VI	14.91	15.44	15.77	16.29	17.02	17.30

Banquet Server 14.85

One (1) year of experience credit shall be earned by an employee who has worked for a minimum of one hundred-twenty (120) days in one calendar year.

Credit on the compensation schedule in Classifications V, VI, and VII shall be given for all experience in these classifications even if such experience has not been continuous. One year of credit on the compensation schedule in Classifications I, II, III, or IV shall be given for a year of experience in these classifications if such experience has been continuous.

APPENDIX B

LEAVE FORM

Merrillville Community School Corporation

☐ Teacher ☐ Secretarial/Clerical ☐ Social Worker ☐ Food Service ☐ Technology

☐ Custodial/Maint. ☐ Nurse ☐ Security ☐ Transportation ☐ Administration

Name_____ Position_____ Classified Hours _____

☐ Paid Leave Date(s)_____ ☐ All Day ☐ A.M. ☐ P.M.

☐ Unpaid Leave Date(s)_____ ☐ All Day ☐ A.M. ☐ P.M.

Attach complete explanation for all unpaid leave requests.

Date Submitted_____ Building_____

☐ Personal Illness ☐ Vacation ☐ Personal Business ☐ Other_____

☐ Family Illness * ☐ Bereavement * *Family Relationship_____

_____**If personal illness/family illness is part of FMLA leave, check here in addition to appropriate leave box. Appropriate FMLA paperwork must be completed and submitted to Administration Office.**

Employee_____ Principal/Supervisor_____

Signature Signature

Personal leave is to be used for matters of urgency, which cannot be taken care of outside the working hours. Personal leave will not be granted for commercial endeavors or other individual gain or profit. Personal leave is not intended to be used to extend a scheduled recess.

Form Ed Nov 2015

MEMORANDUM OF UNDERSTANDING

The Merrillville Community School Corporation and Local 73, Service Employees International Union, AFL=CIO agree: Open enrollment for 2020 insurance coverage was held from October 11, 2019, through November 8, 2019. The Insurance Committee met and decided to assess a $900.00 surcharge to be assessed to those employees who did not meet the November 8th deadline and who wanted to enroll for the insurance coverage after November 8, 2019. The parties agree to assess the $900.00 surcharge to those employees. The parties agree that the insurance committee will continue to meet and decide what the surcharge shall be for each subsequent year.

Date: 02/05/ 2019 Penny J. Parmley FOR THE ASSOCIATION David Dickson FOR THE BOARD

MEMORANDUM OF UNDERSTANDING

Date: January 1, 2025

The parties hereby agree to pilot a mentoring program for newly hired external employees who are in their probationary period. The primary responsibility of the Mentor is to assist the probationary employee in being successful in their role/position and ensure they receive the support necessary. Current non-probationary employees will serve as a Mentor on a voluntary basis and will be selected by the Director, Principal, or immediate supervisor. Mentors will serve in this role throughout the duration of the newly hired employee's probationary period and shall receive a $50 stipend upon successful completion of the new employee's probationary period. This pilot program will be in effect for newly hired employees hired from January 1, 2025 – June 1, 2025 and complete their probationary period prior to August 8, 2025. The program may be extended at the sole discretion of the Superintendent, or designee.

Date: 11/19/ 2024 Penny J. Parmley FOR THE ASSOCIATION David Dickson FOR THE BOARD