

CONTRACTUAL AGREEMENT

between the

BOARD OF SCHOOL TRUSTEES

of the

MERRILLVILLE COMMUNITY SCHOOL CORPORATION

and the

MERRILLVILLE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

**For the Job Categories
Secretaries, Support Personnel,
Day Care, Student Supervisors**

July 1, 2013- June 30, 2018

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ARTICLE 1
Recognition and Definitions

(1) Section A – Recognition

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

(1) Section B – Definitions

1. Bargaining Unit

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

- (a) Category I – Secretaries
- (b) Category II – Support Personnel
- (c) Category III – Day Care
- (d) Category IV – Student Supervisors
- (e) Category V – Instructional Aides and Behavioral Assistants; Reading Aide; 504 Teacher Aide

No bargaining unit employee shall be responsible for hiring, formally evaluating, promoting, demoting, layoff, recalling, transferring, disciplining, discharging or adjusting the grievance of any employee within the bargaining unit. This in no way limits the Secretary to High School Principal/Office Manager, Secretary to Middle School Principal/Office Manager, or Intermediate School Principal/Office Manager from issuing directives and/or supervising the employee under the Secretary to High School Principal/Office Manager's, Secretary to the Middle School Principal/Office Manager's, or Secretary to the Intermediate School Principal/Office Manager's direction.

2. Classification

The term "classification(s)" shall refer to the various job classifications within a given job category.

3. Employee

Unless otherwise indicated, the term "employee(s)", when used hereinafter in this Contractual Agreement, shall refer to employees in the bargaining unit, and

references to a specific gender shall be understood to include both genders. Substitutes within the job categories specified in paragraph one (1) of this Section shall be excluded from the meaning of "employee(s)."

4. Board

The term "Board" shall mean the Board of School Trustees of the Merrillville Community School Corporation.

5. School Corporation

The term "school corporation" shall mean the Merrillville Community School Corporation.

6. Employer

The term "employer" shall mean the Board, administrators, supervisors, and any other person(s) authorized to act on behalf of the board in dealing with its employees.

7. Association

The term "Association" shall mean the Merrillville Educational Support Personnel Association, an affiliate of the Indiana State Teachers Association and the National Education Association; and its officers, representatives and agents.

8. Unit Seniority

The term "unit seniority" shall be defined as the length of continuous service within the bargaining unit, including periods while on an unpaid leave of absence, commencing with the first day of work as a member of the bargaining unit. If two (2) or more employees have the same length of continuous service within the bargaining unit, seniority shall be determined by the date of birth which falls earliest within the calendar year. Unit seniority shall not be interrupted by a layoff, but shall not accumulate during the period(s) of layoff.

9. Category Seniority

The term "category seniority" shall be defined as the length of service within a given job category, including periods while on an unpaid leave of absence, commencing with the first day of work within the job category provided that continuous service within the bargaining unit has not been broken. An employee may hold seniority in more than one (1) job category, but may accumulate seniority in only one (1) category at a time. If two or more employees have the same length of service within a given job category, the employee with the greatest unit seniority shall be considered senior. Category seniority shall not be interrupted by a layoff, but shall not accumulate during the period(s) of layoff.

10. Immediate Supervisor

The term "immediate supervisor" shall be defined as follows:

- (a) The immediate supervisor of employees assigned to the Maintenance Department, Transportation Department, and Adult Education and

Community Outreach shall be the Directors of their respective departments.

- (b) The immediate supervisor of all other employees shall be their building principal.

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

11. Probationary Employee

Any employee new to the bargaining unit and any employee rehired after a break in continuous service shall be a probationary employee during his/her first forty (40) work days of employment commencing with the first day of work within the bargaining unit. During this forty (40) work day probationary period, such employee may be laid off, transferred, disciplined, suspended or discharged as exclusively determined by the employer. During this probationary period such employee shall have no recourse to the grievance procedure contained in this Contractual Agreement. A probationary employee shall be paid in accordance with the wage rates set forth in Appendix A of this Contractual Agreement and shall be eligible to participate in the Merrillville Community School Corporation hospitalization, major medical, vision and dental insurance plans outlined in Article 14, Section B; however, no benefits such as those outlined in Articles 10, 11, 12 and 13 will be extended to the newly hired employee until the sixty-first (61st) calendar day of employment. A probationary employee retained by the employer after completion of the sixty (60) calendar day period shall become eligible for all benefits and provisions embodied in this Contractual Agreement commencing with his/her sixty-first (61st) calendar day of employment. In the event a probationary employee bids and is awarded another bargaining unit position, the original sixty (60) calendar day probationary period shall be extended to include sixty (60) calendar days in the probationary employee's new bargaining unit position and the benefits outlined in Article 11 will not be granted until the employee completes the extended probationary period.

12. Semi-probationary Employee

The term "semi-probationary employee" shall refer to any employee who is awarded an open position in accordance with Article 6 – Section B, of the Contractual Agreement. Such semi-probationary status shall exist for a maximum of twenty (20) work days. The employer, upon written notification to the employee, may reduce the semi-probationary period to less than twenty (20) work days; however, such semi-probationary status shall exist for a minimum of five (5) work days. During the semi-probationary period, the employee shall have the right to return to his/her former position. During the semi-probationary period, the Director of Personnel may reassign the employee to his/her former position and shall state, in writing, the reason(s) for such reassignment. Such reassignment shall, upon the request of the employee and/or the Association, be reviewed by the Assistant Superintendent Curriculum/Personnel. Only when an employee successfully completes the semi-probationary period shall the position which the employee is vacating become an open position.

13. Work Day

The term “work day” shall, during the period of time covered by the official school calendar, mean the actual days the students are in session. During the summer break, the term “work day” shall mean a week day and shall exclude Saturday, Sunday and legal holidays.

14. Normal School Day

A Normal School Day is when school is in session and students are present.

ARTICLE 2
Communication and Mutual Cooperation

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

ARTICLE 3
Employee and Association Rights

(3) Section A

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

(3) Section B

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

(3) Section C

The employer agrees that the provisions of this Contractual Agreement shall be applied without regard to race, creed, religion, color, sex or national origin.

(3) Section D – Due Process

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

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

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

(3) Section E – Representation

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

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

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

(3) Section F – Personnel File

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

An employee may request that the Superintendent or the Superintendent's designee remove from his/her personnel file any material of a derogatory nature if the material is three (3) or more years old.

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

(3) Section G – Association Access

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

(3) Section H – Posting Notices

The employer will allow the Association to post notices of activities and matters of Association concern on bulletin board space designated by the Employer in each school, the Day Care Centers, the Maintenance Department and the Transportation Department.

(3) Section I – Use of Facilities

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

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

(3) Section J – Association Dues Deduction

The employer shall deduct from the salary of an employee who is a member of the Association the dues of the Association as voluntarily and individually authorized by the

employee on a form provided by the Association. The necessary information shall be submitted by the Association to the Payroll Department in the Administrative Services Center. Deductions shall be made in equal amounts from twenty (20) pay periods, commencing with the first full pay in September, during the Association membership year (September 1 - August 31). For new members joining the Association during the membership year, deductions in this same amount will commence with the paycheck issued not less than seven (7) nor more than twenty (20) calendar days following receipt of the dues deduction form. The deductions shall be remitted not less frequently than bi-weekly to the Association.

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

(3) Section K – Seniority List

The employer shall supply the Association with a current seniority list during the months of September and February. This seniority list shall include the unit seniority and the presently assigned category and classification of each employee.

(3) Section L – Notification of Personnel Changes

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

(3) Section M – Association Business

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

(3) Section N – Job Descriptions

The employer shall provide each employee with a copy of the existing job description for the position currently being held by the applicable employee. Copies of these job descriptions shall be sent to the Association President. During the life of this Contractual Agreement, the job description for each job within each classification shall be reviewed by a committee of bargaining unit members appointed by the President of the Association. Any recommended updates or changes shall be presented by the committee to the Assistant Superintendent, Curriculum/Personnel or his/her designee for consideration.

(3) Section O – Related Services

Unless required by an employee's job description and in accordance with applicable law, other than in an emergency, no employee shall be required to lift students/school personnel, carry students/school personnel, tend to the intimate personal hygiene needs of students/school personnel, or perform medical procedures. All employees will

cooperate with special education personnel to allow such personnel to provide “related services” in the least disruptive manner.

(3) Section P – Medical Examination

The employer may require employees to have a medical examination and/or a TB test. In the event of such request, the employer may select the medical provider to be utilized and the employer shall pay for the required medical examination. Usually the reimbursement due to the employee shall be paid to the employee within four (4) weeks of submission of the reimbursement request.

ARTICLE 4
Evaluations

(4) Section A – General Periodic Evaluations

In the event periodic evaluations are to be utilized within a specific Classification, all employees within the Classification shall be evaluated within the period on or before May 1st of each school year.

(4) Section B – Individual Deficiency Evaluations

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

(4) Section C – Evaluation Procedure

The appropriate administrator shall be the person responsible for making the evaluation. A copy of the evaluation, signed by the appropriate administrator, will be given to the employee. The employee shall have the right to a conference for the purpose of discussing the evaluation. The employee will sign and date the evaluation to indicate that he/she has been given a copy of the evaluation; however, this signature does not indicate agreement with the evaluation. If the employee chooses to submit a written response, he/she shall do so within thirty (30) calendar days after signing the evaluation and his/her written response shall be attached to the evaluation. Failure of the employee to respond in writing to an evaluation shall not be construed to indicate agreement with its content. A periodic evaluation and the employee’s written response to the evaluation, if any, shall be placed in the employee’s personnel file. Individual deficiency evaluations shall include written recommendations for improvement. An individual deficiency evaluation and the employee’s written response, if any, shall be placed in the employee’s personnel file unless the employee is otherwise notified, in writing, within forty-five (45) calendar days after the employee receives the individual deficiency evaluation.

The content of an evaluation shall not be subject to the grievance procedure; however, in the event of a suspension or discharge, the content of the employee’s evaluation and the employee’s written response may be introduced into evidence by either party at any step of the procedure outlined in Article 3 Section D.

ARTICLE 5
In-Service Training

Employees may be required to attend and participate in in-service training as scheduled from time to time by the employer. The following guidelines shall apply to mandatory in-service training scheduled outside an employee's regular work day:

1. An employee shall be given at least thirty (30) calendar days notice of any training session the employee is required to attend outside of the employee's normal work time.
2. Attendance shall be mandatory, with exceptions being: verified personal illness, verified family illness, verified bereavement, paid vacation or other pre-approved absence.
3. An employee shall be paid his/her regular hourly rate for the time spent in training; provided such time does not exceed forty (40) hours per week or eight (8) hours per day. Any time in excess of forty (40) hours per week or eight (8) hours per day as specified in Article 8, Section G, shall be paid at the rate of one and one-half (1 ½) times the employee's hourly rate.
4. The in-service training to be offered as specified in paragraphs one through three above shall be held on Monday through Friday and shall not be held on a paid holiday or during Thanksgiving, Winter, Spring or Summer Breaks.
5. In addition to the training specified in paragraphs one through four above, an employee may be required to attend, with the exceptions specified in paragraph two above, a maximum of two (2) training sessions requiring overnight attendance per calendar year provided such training sessions are scheduled on the employee's regular work days. An employee shall be given at least thirty (30) calendar days notice of any such training session. Any employee attending such a session shall be paid his/her regular hourly rate for all time in actual attendance at the training session itself (subject to the overtime provisions of Article 8, Section G) or his/her regular daily rate of pay, whichever is greater. The employee shall be provided transportation by the employer, or in the event use of the employee's vehicle is authorized, mileage at the rate designated by the U.S. Internal Revenue Service. Arrangements will be made in advance for the employer to pay registration fees, training material fees, and reasonable room and meal expenses. An employee may refuse to attend due to legitimate personal reasons.

ARTICLE 6
Filling of Positions

(6) Section A – Posting of Open Positions

All bargaining unit positions which become open, including new positions, shall be posted within ten (10) calendar days after the opening occurs. In the event the

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

Any position which becomes open, including new positions, the first scheduled student day of any given school year through the following May 15 shall be posted for a period of five (5) consecutive work days in each building and a copy sent to the Association Vice President/Clerical. An employee who wishes to apply must make written application within the five (5) consecutive work day posting period. These postings shall bear the date on which it is being delivered to the buildings, and shall include the category and classification, job duties, qualifications, location, hourly schedule, normal number of days per year if less than a twelve (12) month position, the deadline for filing applications, and to whom application is to be made.

Any position which becomes open, including new positions, after May 15 of any given school year and prior to the first scheduled student day of the following school year shall be posted in the Administration building on a Friday, within ten (10) calendar days after the vacancy occurs, for a period of five (5) consecutive work days. Each Friday morning a designated person in the Administration building will record information of the positions to be posted that day, if any, for employees to review by phone. An employee who wishes to apply must make written application within the five (5) consecutive work day posting period. These postings shall bear the date of posting, and shall include the category and classification, job duties, qualifications, location, hourly schedule, normal number of days per year if less than a twelve (12) month position, the deadline for filing applications, and to whom application is to be made.

(6) Section B – Filling of Positions

Applicants within the bargaining unit shall receive due consideration before applicants from outside the bargaining unit are sought or considered. It is understood that an individual not in the bargaining unit may be considered and may be offered the position. When the Assistant Superintendent Curriculum/Personnel or the Director of Personnel determines that the job knowledge, training, ability, skill, efficiency, qualifications as stated in the posting, and, when applicable, previous supervisory experience, of the applicants from within and without the bargaining unit are relatively equal, the applicant from within the bargaining unit shall prevail. It is understood that if AS400 skills are used in the posted position, the internal applicant must have passed the applicable tests within one year of the posting of the position or have demonstrated the ability to perform the functions of the position.

When the Director of Personnel determines the job knowledge, training, ability, skill, efficiency, qualifications as stated in the posting, and, when applicable, previous supervisory experience, of the applicants from within the bargaining unit are relatively equal, category seniority within the category in which the open position exists shall govern.

However, an employee who has successfully bid on and received a position within a calendar year from the posting of the new position will not be eligible to bid on another open position.

If an employee in a higher category applies for a position in a lower category, when in the opinion of the Director of Personnel qualifications are relatively equal, unit seniority shall govern.

The employer shall fill open positions within thirty (30) calendar days of the date of the opening, if practicable. When an employee is assigned to an open position pursuant to this Section, it shall be on a semi-probationary basis. Such semi-probationary status shall exist for a maximum of twenty (20) work days. The employer, upon written notification to the employee, may reduce the semi-probationary period to less than twenty (20) work days; however, such semi-probationary status shall exist for a minimum of five (5) work days. During the semi-probationary period, the employee shall have the right to return to his/her former position. During the semi-probationary period, the Director of Personnel may reassign the employee to his/her former position and state, in writing, the reason(s) for such reassignment. Such reassignment shall, upon request of the employee and/or the Association, be reviewed by the Assistant Superintendent Curriculum/Personnel.

The Secretary to High School Principal/Office Manager will not have supervisory responsibility over his/her spouse, parent, or child.

(6) Section C – Notification of Bidders

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

(6) Section D – Recommendations for Testing Procedures and Qualifications

See Appendix E

(6) Section E – New Positions

In the event a new position is not specifically addressed in this Contractual Agreement, the parties shall meet to agree upon the pay for such position prior to its being posted/awarded, if possible. If it is not possible to meet prior to the position's being posted/awarded, the posting shall indicate that the pay is "to be negotiated," and the parties shall meet as soon afterward as possible.

(6) Section F – Additional Hours

If additional hours are added to a currently occupied position, the current employee will be assigned the hours without posting the position and the Association President will receive notification of such action. No employee shall be assigned more than two (2) additional hours per day during any twelve (12) month period. In the event more than two (2) hours are needed within a twelve (12) month period, the Association and the employer shall meet in an attempt to mutually agree upon an equitable solution.

(6) Section G – Summer School Staffing

1. Summer school clerical positions are filled according to corporation seniority from the list of applicants for a position who have demonstrated proficiency in the required computer and clerical skills and are qualified for the position for which they have applied.
2. Clerical personnel who receive a summer school position where the starting date for the summer position and the ending date for their regular school year clerical position overlap must work out a plan in writing with their supervisor to complete the hours and responsibilities of their regular job before the summer job will be awarded.
3. Clerical personnel who accept a summer school position must commit to fulfilling the entire length of the summer school assignment.
4. Clerical personnel who accept a summer school position are not available to substitute in any other position for vacations or illness of another clerical employee during the hours that they are scheduled for the summer position.
5. Clerical personnel who are in summer school position and use annual leave days shall have annual leave days deducted according to the schedule below:
 - a. Less than 5 hours, ½ (one-half) annual leave day will be assessed.
 - b. 5 hours or more, 1 (one) annual leave day will be assessed.
6. Each employee assigned to a summer school position who is scheduled to work the day before or the day after Independence Day shall receive Independence day as a paid holiday.

(6) Section H – Resignation

A two (2) week written notice is requested when an employee wishes to resign. (See also Article 13, Section G).

ARTICLE 7

Layoff

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

ARTICLE 8

Hours of Work/Schedules and Overtime

(8) Section A – Work Week

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

(8) Section B – Work Day

The regular work day shall consist of up to eight (8) consecutive hours of work for employees, inclusive of paid lunch and breaks (see Article 8, Section G), in any twenty-four (24) hour period commencing at 12:01 a.m.

(8) Section C – Work Schedule

An employees work schedule shall specify the number of work days prior to the first scheduled student attendance day, the number of work days subsequent to the last scheduled student attendance day, and the number of work days during the school year in addition to scheduled student attendance days. On or before the last day of each school year, or within thirty (30) calendar days after the Board adopts the school calendar for the following school year, whichever is later, each employee shall be notified of any change in his/her work schedule for the following school year. It is recognized, however, that makeup days may subsequently be scheduled due to the emergency closing of schools.

Any days added to the employee's work schedule (other than make-up days rescheduled due to the emergency closing of schools) shall be at the request of the immediate supervisor and only with the approval of the Assistant to the Superintendent, Business Affairs and the employee involved. When possible, an employee requested to work in additional to his/her work year calendar shall be notified at least twenty-one (21) calendar days prior to the additional work time requested.

1. Split schedules (work days consisting of non-consecutive hours of work) shall be on a voluntary basis only and shall require written approval of the currently assigned employee(s) with written notice to the Association President, unless an employee bids on and is awarded a separate posted position(s).
2. No employee shall be involuntarily assigned to a position with different starting and ending times on different work days. For any newly created or vacant position, the employer may designate a position with different starting and ending times on different work days, provided the employer specifies the starting and ending times on each work day at the time of posting and the work week consists of five (5) consecutive calendar days.
3. Temporary changes in starting and ending times for (a) teacher inservice days, (b) parent/teacher conference days, (c) winter holiday, (d) spring break, and (e) the period commencing the first scheduled work day immediately following the last student attendance day of the regular school year through the last scheduled work day immediately preceding the annual organizational day shall require no less than seven (7) calendar days prior notice of such change. In the event an employee requests to remain on his/her regularly assigned starting and ending times due to (a) other job responsibilities and/or (b) parental responsibilities, the employer shall make a reasonable effort to accommodate the employee's request.
4. If it becomes necessary for the employer to make a permanent change in the starting and ending times for a specific position, the employer shall meet with the

affected employee, union representation, and administrative personnel to discuss the change in schedule. Whenever possible, the discussion meeting shall take place at least two (2) weeks prior to the start of the affected employee's first day of work in the new position.

5. There shall be no staggering of time of any employee at any time, except as provided for within this Article, for the purpose of eliminating overtime.
6. Any exception to the above shall be made only on a voluntary basis on the part of the employee.

(8) Section D – Compensation on Temporary Assignment to Another Classification and/or Category

An employee who on any given work day is temporarily assigned by the employer to a position in a job classification rather than his/her regular job classification for one-half (½) or more of the normal work day of the temporary assignment shall for that day receive the rate of his/her regular job classification or the rate of the job classification to which he/she has been temporarily assigned, whichever is greater, provided the employee is in fact performing the normal duties of that position. An employee who is assigned to cover a teacher's class will not be evaluated based upon their ability to teach the curriculum for that classroom.

Clerical employees wishing to "bump up" to a temporary/substitute position must be qualified; having passed the applicable clerical examination within one year and must demonstrate or have demonstrated the ability to perform the functions of the position as determined by the building principal.

(8) Section E – Temporary Additional Hours

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 on the basis of unit seniority to employees in the building working less than eight (8) hours per day.

(8) Section F – Paid Lunch Periods and Breaks

1. Employees assigned four (4) hours but less than five (5) per day shall be assigned a minimum of a paid break of fifteen (15) minutes.
2. Employees assigned five (5) hours but less than six (6) per day shall be assigned a minimum of a thirty (30) minute paid lunch period.
3. Employees assigned six (6) hours but less than seven (7) per day shall be assigned a minimum of a thirty (30) minute paid lunch period plus one (1) fifteen (15) minute paid break period.
4. Employees assigned seven (7) hours or more per day shall be assigned a thirty (30) minute paid lunch period and two (2) fifteen (15) minute paid break periods.

An employee bidding and being awarded more than one (1) individually posted position shall be entitled to paid breaks and/or paid lunch period based upon the hours assigned to each such individually posted position, not the combined total daily hours of the positions held by the employee.

Each employee scheduled to work seven (7) hours or more per day shall have a thirty (30) consecutive minute duty free lunch period during which the employee shall have the right to leave the building (see following paragraph) unless otherwise specified by the employee's immediate supervisor. The lunch periods of seven (7) hour or more employees shall normally be scheduled some time during the fourth (4th) and fifth (5th) hours of work. Lunch periods permanently scheduled before or after the fourth (4th) and fifth (5th) hours of work must be mutually agreed upon, in writing, by the employee and the employee's immediate supervisor or must be specified at the time of posting.

An employee assigned at least seven (7) or more hours per day, with the approval of his/her immediate supervisor, may take a forty-five (45) minute paid lunch period or a sixty (60) minute paid lunch period by combining one or both of their fifteen (15) minute paid break periods with their thirty (30) minute paid lunch period.

An employee who received a sixty (60) minute paid lunch period as of October 21, 1996, shall continue to receive a sixty (60) minute paid lunch period for as long as they are assigned to an eight (8) hour a day position within the secretarial/clerical bargaining unit, or until five (5) or less of these grandfathered employees hold an eight (8) hours per day position, at which time the parties shall meet and confer on the situation.

(8) Section G – Rate of Pay for Overtime

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

1. All time worked in excess of eight (8) hours in any one (1) work day.
2. All hours worked in excess of forty (40) hours in any one (1) work week.
3. All work performed on Saturday and/or Sunday.
4. All work performed on the holidays enumerated in Article 12, excluding make-up canceled student days.

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

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

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

(8) Section H – Compensatory Time

The employer shall specify to the employee if work beyond eight (8) hours in any given work day or forty (40) hours in a given work week is being offered as compensatory time or overtime. Compensatory time shall be on a voluntary basis only. Compensatory time off for time worked in excess of forty (40) hours within the work week shall equal one and one-half (1 ½) times the actual extra time worked.

As compensatory time is accrued or taken, it shall be recorded by the immediate supervisor and acknowledged by the employee with a copy for each at the time of accrual. No compensatory time shall be taken or accrued without permission from the immediate supervisor or designee. It is the intent of the parties to use accrued compensatory time within two weeks from the date the work was completed.

(8) Section I – Emergency Closing of Schools

In the case of emergency closing of school due to severe weather conditions or any other emergency, the employees covered by this Contractual Agreement shall not be expected to report to work unless otherwise notified.

Employees scheduled to work two hundred thirty five (235) days or more who are requested to report to work and who are unable to report to work, and employees not requested to report to work, shall at their discretion (1) take an unpaid day or (2) use a paid vacation day, or (3) use a personal business day up to a maximum of three (3) per calendar year provided such paid days remain available to them. In the event an employee reports to work before school is canceled, the employee will receive one half (1/2) days pay or hours worked whichever is greater. An employee may use a half (1/2) of a personal business day to receive pay for the balance of the day. If the time is made up, the half (1/2) of the personal business day will be restored. This time will normally be made up within the following pay period, scheduled by the supervisor with input from the employee. For the 2012/2013 school year in the event an emergency day(s) occurs, employees may make up to three (3) personal business days by working the holiday(s) immediately following the emergency closure of the school. The time will be made-up at a straight time rate and will be tracked by the building secretary as stated in the following paragraph. If the personal business days or vacation days are unavailable, a request may be made to the Superintendent to allow access to an available sick day(s).

Employees scheduled to work less than two hundred thirty five (235) days who are requested to report to work and who are unable to report to work, and employees not requested to report to work, shall at their discretion (1) take an unpaid day or (2) use a personal business day up to a maximum of two (2) per calendar year provided such paid days remain available to them. In the event an employee uses a personal business day and the canceled day(s) is made up, the employee shall not receive additional compensation, but the used personal business day shall be restored. In the event an employee reports to work before school is canceled, the employee will receive one half (1/2) days pay or hours worked whichever is greater. When completing the weekly payroll sheet the building secretary will indicate the personal business day(s) for the Support Staff employee affected by the emergency closing. Should the personal business day(s) be made up at the end of the year the building secretary will submit to

the business office the names of the Support Staff personnel and the personal business day that should be credited back to the employee as a make-up day.

(8) Section J – Delay Days

When the start of the school day is delayed due to an emergency/inclement weather, employees are to report at their regular starting time; however, employees who are unable to arrive at work due to weather related conditions, until after their regular starting time shall have the following two (2) options:

1. Pay to be docked for the time tardy; or
2. To make up the tardy time within the pay period in which the delay day occurred or the pay period immediately following the occurrence and be paid for such make-up time.

(8) Section K – Emergency Reduction of the Normal School Day

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

A joint committee of two (2) bargaining unit members, appointed by the Association President, and two (2) administrators shall meet to consider options for daycare closing/parent notification due to emergencies/inclement weather occurring after the regular school day has ended.

(8) Section L – Travel Pay

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

ARTICLE 9
Wage Rates

(9) Section A – Wage Rates

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

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

An employee shall receive an experience step increment on his/her anniversary date and his/her wage adjustment shall become effective on the first day of the pay period immediately following his/her anniversary date.

(9) Section C – New Employees

1. Category I Employees

The Director of Personnel shall determine what, if any, experience credit shall be given for prior relevant work experience, as restricted by this subsection, and notify the Association President of his/her determination. Such new employee may not grieve his/her initial placement on the wage scale; however, the Association may grieve what it believes to be an arbitrary or capricious placement of such new employee on the wage scale.

The maximum experience credit given for prior relevant work experience shall be limited to step five (5) for any such new employee hired during the school year 2005-2006 or thereafter.

An employee shall receive a step increment on his/her anniversary date and his/her wage adjustment shall become effective on the first day of the pay period immediately following his/her anniversary date.

2. Category II, III, IV and V Employees

No credit shall be given for prior experience outside of the school corporation. A new employee shall be placed at the zero step.

(9) Section D – Change in Category or Classification

An employee who moves from one category to another or from one classification to another classification in the same category shall remain at his/her current numerical step on the wage schedule.

(9) Section E – Reclassification or Modification of the Assigned Work Year

In the event a position is to be changed from one classification to another and/or from one category to another, the parties hereby agree that any such change shall be a negotiable item.

ARTICLE 10
Paid Leaves

(10) Section A - Sick Leave

1. Sick Leave Accrual for Twelve Month Employees

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

2. Sick Leave Accrual for Less Than Twelve Month Employees

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

3. Use of Sick Days

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

4. Sick Leave Pay

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

5. Doctors' Certificates

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

6. Donation of Sick Days

Clerical and daycare employees may donate up to two (2) sick days in a given year. These days may be donated to any clerical or daycare employee who, in the case of their extended illness, has exhausted his/her sick leave days, and personal business days. Only employees that work the same amount of hours or more per day as the employee making the request will be allowed to donate. These days will be donated and taken in full day increments. A request for such donations will be made through the president of the Association. With the consent of the employee making the request, the Association may convey the request, which will include the name of the employee making the request, to the clerical and daycare staff, and will circulate the

appropriate form among the unit. Completed forms, including the names of the employees donating days and the number of days the employee donated, will be submitted to the Superintendent by the president of the Association. A doctor's certificate will confirm the illness. The maximum number of days that may be donated to a given employee in a given year is the number of days it would take to enable that employee to be eligible for long term disability insurance.

(10) Section B - Family Illness Leave

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

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

(10) Section C - Personal Business Leave

1. Personal Business Leave Accrual for Twelve Month Employees

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

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

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

3. Pay for Personal Business Leave Days

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

Personal business leave shall be taken in segments of one-half (1/2) scheduled working day. Personal business leave days shall be taken in units of one-half (½) day or a full day. If the employee does not take his/her fifteen (15) minute break, one half (1/2) day is equal to three and one half (3 ½) hours at four hours pay for an

eight (8) hour employee. If an employee chooses to take his/her fifteen (15) minute break, one half (1/2) day is equal to three and three quarters (3 ¾) hours, at four hours pay for an eight (8) hour employee.

4. Request for Personal Business Leave

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

5. Use of Personal Business Leave

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

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

6. Unused Personal Business Leave Days

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

(10) Section D - Bereavement Leave

1. Death in the Immediate Family

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

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

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

3. When Bereavement Leave Begins

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

4. Delayed Interment

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

5. Death of Blood Relative

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

(10) Section E - Court Duty

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

(10) Section F - Abuse of Leave

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

ARTICLE 11
Unpaid Leaves of Absence

(11) Section A – General Leave Provisions

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

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

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

(11) Section B – Personal Certified Illness or Injury

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

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

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

(11) Section C – Pregnancy

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

(11) Section D – Family Illness or Injury

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

(11) Section E – Association Work Leave

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

(11) Section F – Military Leave

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

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

(11) Section G – Other Unpaid Leaves

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

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

While on an official unpaid leave of absence, an employee shall not be eligible for benefits such as holiday pay, annual leave, accumulated sick leave, bereavement leave, or court leave. The Board shall continue to provide the insurance benefits to which the employee is entitled under Article 14, Sections A and B, for the month following the month in which the employee exhausts accumulated sick leave; however, the employee shall be entitled, upon written request, to continue participation in insurance coverages (hospitalization, major medical, dental and life) during the unpaid leave in accordance with Article 14, Section B, subsection 5. (See also: [11] Section I.)

(11) Section I – Family and Medical Leave Act

An employee with at least one (1) year of service with the School Corporation may be eligible for paid benefits including the group health plan for up to twelve (12) weeks of unpaid leave of absence with pursuant to the Family and Medical Leave Act (FMLA). An employee who believes that he/she has been denied benefits to which he/she is entitled under the FMLA may file a grievance at Step Two. The grievance will not be processed beyond Step Two; however, if the dispute is not resolved at Step Two, the employee may file a complaint with the U.S. Department of Labor.

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

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

ARTICLE 12
Paid Holidays

(12) Section A

Each twelve (12) month employee scheduled to work throughout the Spring and Christmas Breaks, excluding Category III employees, shall receive the following paid holidays:

- New Year’s Day
- Martin Luther King, Jr. Day
- Presidents’ Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year’s Eve Day

(12) Section B

Each employee scheduled to work a minimum of two hundred thirty-five (235) days but not to scheduled to work throughout Spring and Christmas Breaks, excluding Category III employees, shall receive the following paid holidays:

- Martin Luther King, Jr. Day
- Presidents’ Day
- Good Friday (When it occurs outside of the spring break holiday)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving

(12) Section C

Each employee scheduled to work less than two hundred thirty-five (235) days, excluding Category III employees, shall receive the following paid holidays:

- Martin Luther King, Jr. Day
- Presidents' Day
- Good Friday (When it occurs outside of the spring break holiday)
- Memorial Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving

Each employee assigned less than two hundred thirty-five (235) days, who works the regular work day before and the regular work day after Independence Day shall additionally receive Independence Day as a paid holiday.

(12) Section D

Each Category III employee shall receive the following paid holidays:

- Martin Luther King, Jr. Day (Floating Paid Holiday)
- Presidents Day or Good Friday
- Memorial Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving

In addition, each Category III employee who works the regular work day before and the regular work day after New Year's Day, Independence Day, or Christmas Day shall receive that day as a paid holiday.

(12) Section E – When a Holiday Falls on a Weekend

If Independence Day falls on a Saturday or a Sunday, each employee will be scheduled off either the immediately preceding Friday or the immediately following Monday.

For twelve (12) month employees only, if Christmas Eve and New Year's Eve and/or Christmas Day and New Year's Day fall on a Saturday or a Sunday, additional days will be scheduled off during the winter recess in lieu of these holidays which fall on a Saturday or a Sunday.

(12) Section F – Holiday Pay

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

(12) Section G – Overtime on a Holiday

An employee required to work on a scheduled paid holiday, excluding make-up canceled student days, shall be paid one and one-half (1 ½) times his/her regular rate of pay for hours worked in addition to the employee's regular holiday pay.

In the event canceled student days are made up on any of the paid holidays enumerated in this Article, the employee shall receive his/her regular holiday pay in

addition to his/her regular rate of pay for hours worked; however, the employee shall be paid one and one half (1 ½) times his/her regular rate of pay for overtime to which the employee may be entitled by virtue of the provisions of Article 8, Section G (1) and (2).

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 or one of the pre-selected days. Should an employee have to report to work on an emergency closing 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.

ARTICLE 13
Paid Vacations

(13) Section A – Eligibility

All employees scheduled to work no less than two hundred thirty-five (235) days shall be eligible for vacation. A day of vacation pay shall be equivalent to the employee’s regular straight time daily rate of pay.

(13) Section B – Vacation Accrual

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

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

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

Unit Seniority by Dec. 31	Vacation Days in the Following Year	Unit Seniority by Dec. 31	Vacation Days in the Following Year
1 st	10	11 th	15
2 nd	10	12 th	15
3 rd	10	13 th	16
4 th	10	14 th	17
5 th	11	15 th	18
6 th	12	16 th	19
7 th	13	17 th or more	20
8 th	14		
9 th	15		
10 th	15		

(13) Section C – Vacation Schedules

The Merrillville Community School Corporation reserves the right to set vacation dates to fit its work schedule. Specific vacation requests may be honored provided the request is submitted at least two (2) weeks in advance to the appropriate immediate supervisor for approval. In no case will vacation days be scheduled for an employee with less than six (6) months of unit seniority.

In the event two (2) Category III employees desire to have their vacations scheduled at the same time, and the employer is willing to schedule only one (1) during that time, unit seniority shall be the determining factor. However, if the vacation request of a Category III employee has been honored, it will be set aside in favor of the vacation request of a more senior Category III employee only if the more senior employee has submitted his/her vacation request at least ninety (90) calendar days prior to the initial date of the requested vacation or by agreement of both employees and the employer.

(13) Section D – Vacation Carryover

An employee shall be allowed to carry over a maximum of five (5) unused allotted vacation days from one calendar year (January 1 - December 31) to the next.

(13) Section E – Paid Holidays During Vacation

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

(13) Section F – Illness

1. In the event of an extended absence due to illness, an employee shall have the right to use his/her previous year's earned paid vacation days in units of not less than a full day. The employee will provide medical proof of illness upon request.
2. An employee will not be eligible for any additional paid vacation days by reason of illness while on vacation. However, in case of an extended illness of at least four (4) consecutive work days or more immediately prior to an employee's scheduled vacation period, such employee may use paid sick leave, if available, in lieu of the scheduled vacation days, and shall have the right to have his/her unused vacation days rescheduled. If requested, the employee will provide medical proof to substantiate the necessity for such vacation rescheduling.

(13) Section G – Termination of Employment

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

(13) Section H – Death of an Employee

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

the employee's Public Employees' Retirement Fund account. If no beneficiary has been named on the employee's Public Employees' Retirement Fund account, these vacation benefits shall be paid to the employee's estate.

ARTICLE 14 **Insurance**

(14) Section A – Life Insurance

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

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

(14) Section B – Hospitalization, Major Medical, Dental and Vision Insurance

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

1. All Board approved employees who are scheduled for eight (8) hours per day or more throughout the regular school year shall be eligible to participate in the Merrillville Community School Corporation hospitalization, major medical, dental and vision plan in which case the following shall apply:
 - a. The Board shall provide \$5,884.37 toward the annual cost for the eligible employee's participation in the single membership plan in the group hospitalization, major medical, dental, and vision plan. An employee choosing a single membership in the group hospitalization, major medical, dental, and vision plan shall contribute \$2,300.65 toward the annual cost of the single plan.
 - b. The Board shall provide \$12,327.84 toward the annual cost for the eligible employee's first (1st) year of participation in the family membership plan, \$13,847.75 toward the annual cost for the eligible employee's second (2nd) continuous year of participation in the family plan, and \$15,367.65 toward the annual cost for the eligible employee's third (3rd) and each subsequent continuous year of participation in the family membership plan. An employee choosing a family membership in the group hospitalization, major medical, dental, and vision plan shall contribute \$10,097.56 toward the annual cost for the eligible employee's first (1st) year of participation in the family membership plan, \$8,718.33 toward the annual cost for the eligible employee's second (2nd) continuous year of participation in the family plan, and \$7,339.10 toward the annual cost for the eligible employee's third (3rd) and each subsequent continuous year of participation in the family membership plan.

- c. The parties agree that the Board's contribution rates stated above and the employee contribution rates stated above are based on the Aetna Traditional PPO plan effective January 1, 2015.
- 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 dental plan, \$202.32 toward the annual cost for the eligible employee's participation in the single dental plan or \$569.64 toward the annual cost for the eligible employee's participation in the family dental plan.
- e. The Board shall provide for any eligible employee not participating in the School Corporation hospitalization, major medical plan who chooses to participate in the School Corporation vision plan, \$52.74 toward the annual cost for the eligible employee's participation in the single vision plan or \$147.78 toward the annual cost for the eligible employee's participation in the family vision plan.
- f. For the years following 2015, the parties agree that the language negotiated by the parties governing health insurance to be in effect shall be in compliance with the statutes in effect at the time.

Continuous participation is defined as participation in the family plan, specified in b above and/or the family plan specified in Appendix D-2, without a break in participation. A year of continuous participation shall be defined as January 1 through December 31 and such dollar amounts as specified above shall commence on January 1 of the applicable year in accordance with this Section.

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

For any employee newly hired as a Merrillville Community School Corporation employee, or any present employee enrolling in the plans specified in b above, and/or Appendix D-2, the following shall apply:

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

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

2. All Board approved employees who are scheduled for three and one-half (3 ½) hours per day or more but less than eight (8) hours per day throughout the regular school year shall be eligible to participate in the Merrillville Community School Corporation hospitalization, major medical, dental and vision plan, or the dental plan and/or the vision plan on a pro-rated basis as a ratio of his/her hours worked per day to eight (8) hours.
3. In the event that a husband and wife are both eligible to participate in the Merrillville Community School Corporation hospitalization, major medical, dental and vision plan, the husband and wife may elect to have the Board's contribution toward the cost of a single membership plan plus the Board's contribution toward the cost of a family membership plan applied toward the cost of two single membership plans or a family membership plan. In no case shall the total credit of the spouses exceed the total cost of the plan(s) selected by the employees. Effective January 1, 2012, once the above calculations are completed, a husband and wife that are both eligible for the board's contribution towards a family membership plan shall contribute an additional \$1,000 annually toward the cost of the family plan or \$500 annually toward the cost of a single plan.

CCL In the event a husband and wife are both eligible to participate in the Merrillville Community School Corporation hospitalization, major medical, dental and vision plan and in the event that both husband and wife take single plans; should one spouse retire, the spouse who remains employed shall not have to revert back to the applicable first year of participation percentage when switching coverage to the family plan.

4. While on an official unpaid leave of absence, an employee shall be entitled, upon written request, to continue participation in insurance coverages (hospitalization, major medical, dental, life and vision) in which he/she was participating at the time the unpaid leave of absence commenced, provided the employee assumes the full cost of the insurance premiums for the duration of the unpaid leave. Payment of the insurance premiums shall be made at the Administrative Services Center.
5. During the life of this Contractual Agreement, the parties shall continue to investigate other insurance plans and carriers in an effort to reduce costs.

(14) Section C – Long Term Disability Insurance (Effective March 1, 2002)

The Board shall provide and enroll each employee who is scheduled to work three and one-half (3½) hours or more per scheduled work day in a long term disability insurance policy. Benefits will begin upon termination of a ninety (90) calendar day waiting period. Benefits will be sixty-six and two thirds (66 2/3) percent of salary. Future increases in social security benefits will not be subtracted from the benefits paid the employee. The Board shall pay the full cost of this benefit.

(14) Section D – Section 125 Plan

Pursuant to Section 125 of the U.S. Internal Revenue Code the Board will provide a Flexible Benefit Spending Plan. This Flexible Benefit Spending Plan allows an employee to convert his/her contribution toward the group hospitalization, major

medical, dental and vision plans to pre-tax dollars. In addition, this Flexible Benefit Spending Plan allows some unreimbursed 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.

ARTICLE 15 **Worker's Compensation**

The employer shall provide Worker's Compensation in accordance with the Worker's Compensation laws of Indiana. Any accident/injury occurring within the scope of employment must be reported to the immediate supervisor as soon as possible, in no case later than the work day following the accident/injury. The employee must then fill out the official report form.

The immediate supervisor will notify the Assistant to the Superintendent Business Affairs in the event the employee is unable to fill out this official report form. Sick leave pay shall be used for the first five (5) work days of such absence. Commencing with the sixth (6th) scheduled work day of an absence due to a work related accident/injury covered by Worker's Compensation, an employee will be paid by the Merrillville Community School Corporation the difference between Worker's Compensation and his/her scheduled daily pay until the employee returns to work or for a maximum of fifty-two (52) consecutive weeks, and no deductions shall be made from the employee's sick leave days during this period. If the employee continues to qualify for Worker's Compensation benefits beyond this fifty-two (52) week period, commencing with the employee's first scheduled work day after this fifty-two (52) week period, at the employee's request, the employee will be paid by the Merrillville Community School Corporation the difference between Worker's Compensation and his/her scheduled daily pay, and one-half (½) day of sick leave will be deducted from the employee's accumulated sick leave for each such day.

ARTICLE 16 **Public Employees' Retirement Fund**

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

Employee members shall contribute that percentage of their gross salary required by statute and the employer shall contribute that portion of gross salary established by the Public Employees' Retirement Fund.

ARTICLE 17
Severance Pay

(17) Section A – Eligibility

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

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

(17) Section B – Computation of Severance Pay

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

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

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

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

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

(17) Section C – Notice of Intent to Retire

The employee shall file a written notice of intent to retire with the Director of Personnel three (3) months preceding the date he/she intends to retire, in which case the severance pay for which the employee is eligible shall be deposited into a post retirement 403(b) account.

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

(17) Section D – In Case of Death of Eligible Employee

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

ARTICLE 18
Retirement Plan

(18) Section A – 403(b) Plan

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

(18) Section B – Vesting of Contributions

The contributions to the 403(b) plan on behalf of an employee will vest with that employee after the employee completes five (5) consecutive years of service with the Merrillville Community School Corporation. For purposes of this Article, one (1) year of service shall be defined as a minimum of one hundred twenty (120) days worked in a given calendar year. If at the time the employment relationship with the Merrillville Community School Corporation is severed an employee has not completed five (5) consecutive years of service, the amount in that employee’s account shall revert back to the School Corporation.

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

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

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

ARTICLE 19
Grievance Procedure

(19) Section A – General

1. A grievance is a claim by one or more employees or the Association of an alleged violation of a specific section of this Contractual Agreement.
2. If, in the judgment of the Association, a grievance affects more than one employee, the Association may submit such grievance on behalf of the affected employees

commencing at Step Two within thirty (30) calendar days of the alleged violation or within thirty (30) calendar days after the employees knew or had reason to know of the alleged violation.

3. Any aggrieved employee may elect to be accompanied and/or represented at Step One, the informal grievance level, by a representative(s) of the Association. Nothing contained herein shall be construed to prevent any individual employee from initiating a grievance at Step One and having the grievance adjusted, if the adjustment is not inconsistent with the terms of this Contractual Agreement and the Association has been given notice of the Step One hearing. Said notice shall entitle the Association to be present at such a hearing.
4. A "day" for purposes of this grievance procedure shall mean a calendar day.
5. All time limits contained herein shall be strictly adhered to unless the employer and the Association agree in writing to an extension of time limits. If the employer fails to meet the specified time limits as stated in this Article, the Association may proceed to the next step of the Grievance Procedure. If the grievant or the Association fail to meet the specified time limits as stated in this Article, the grievance shall be deemed abandoned.
6. In any claim for back pay the employer shall not be required to pay back wages for more than thirty (30) calendar days prior to the date the grievance was first presented to the employer, unless the grievant can demonstrate that the grievance was presented within thirty (30) calendar days of the date the employee first knew or had reason to know of the act or condition upon which the alleged grievance is based, in which case the employer shall not be required to pay back wages for more than one hundred twenty (120) calendar days prior to the date the grievance was first presented to the employer.
7. The employer and the Association agree that no reprisals will be taken by either party against any party in interest as a result of participation in the grievance procedure.
8. At any step of this grievance procedure, if the employer or arbitrator schedules a meeting or hearing during the working hours of an employee whose presence or testimony is necessary to the presentation of the grievance, the employee shall suffer no loss in pay.
9. Except by the agreement of the parties, all meetings and hearings under this procedure shall be closed to the public and shall include only the interested parties, their representatives, and necessary witnesses.

(19) Section B – Procedure

1. Step One: In the event an employee believes there is a basis for a grievance he/she shall, within thirty (30) calendar days of the alleged violation or within thirty (30) calendar days after he/she knew of or had reason to know of the violation, request of the immediate supervisor or his/her designee a meeting at which an informal

presentation of the grievance shall take place. The date of the request and the general topic shall be indicated on Step One - Informal Step Grievance Form (See Appendix B). The form shall be signed by the employee and an Association representative and submitted to the immediate supervisor or his/her designee. The immediate supervisor or his/her designee shall acknowledge the date of the request by signing the form and returning the top half to the employee and retaining the bottom half for his/her files. The immediate supervisor or his/her designee shall have a maximum of thirty (30) calendar days following the date of the request during which he/she may attempt to resolve the grievance.

The resolution of a grievance at Step One shall be without prejudice unless approved in writing by the Association President or the President's designee and the Superintendent or the Superintendent's designee.

2. Step Two: If the grievance is not resolved to the satisfaction of the grievant at Step One, the Association may submit the formal written grievance to the Superintendent or his/her designee on the form provided by the Association. The formal written grievance shall be submitted to the Superintendent or his/her designee as soon as practicable after a determination has been made at Step One. In no case, however, shall the formal written grievance be submitted to the Superintendent or his/her designee more than sixty (60) calendar days after the request made at Step One. The formal written grievance shall contain a statement of the specific alleged violation citing the Article(s) and Section(s) violated and the remedy sought. The Superintendent or his/her designee shall meet with the grievant and the Association and indicate his/her disposition of the grievance in writing within thirty (30) calendar days of the submission of the formal written grievance at Step Two. A copy of the written disposition shall be furnished to the grievant and the Association.
3. Step Three: If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, the Association may give written notice of its intent to arbitrate to the Superintendent within thirty (30) calendar days of receipt of written disposition by the Superintendent or his/her designee, or, in the event the Superintendent or his/her designee fails to issue a disposition within the time limit, within sixty (60) calendar days of submission of the formal written grievance at Step Two. Only the Association shall have the right to submit a grievance to arbitration.

(19) Section C – Arbitration Provisions

1. Following the Association's notice to the Superintendent of its intent to arbitrate, the parties may agree to have the grievance heard under the Expedited Labor Arbitration Procedures of the American Arbitration Association and the rules thereof; however, the hearing shall be set for a date, time and place agreed upon by the arbitrator, the Association and the employer. The Expedited award of the arbitrator shall be without prejudice, unless otherwise agreed to by the Association and the employer.
2. If the American Arbitration Association Expedited Labor Arbitration Procedures are not used, the parties shall attempt to agree upon the arbitrator or the method of selecting an arbitrator. If the parties cannot agree on the arbitrator, or the method of selecting an arbitrator, within fifteen (15) calendar days after the Association's notice

to the Superintendent of its intent to arbitrate, the Association shall submit its demand for arbitration to the American Arbitration Association, and the arbitrator will be selected in accordance with the rules of the American Arbitration Association. The hearing shall be conducted under the rules of the American Arbitration Association.

3. Either party may request no less than twenty-one (21) calendar days prior to the arbitration hearing a conference which shall be scheduled by agreement of the parties no less than fourteen (14) calendar days prior to the arbitration hearing. The purpose of which shall be:
 - a. To stipulate to as many facts as possible;
 - b. to identify which facts and/or issues remain unresolved;
 - c. to exchange lists of witnesses, the nature of their testimony, and exhibits;
 - d. to resolve the grievance, if possible, at this conference.

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

4. The decision and award of the arbitrator shall be final and binding on both parties.
5. The arbitrator shall have no power to substitute his/her judgment for that of the employer as to the reasonableness of any practice, policy, rule, or action taken by the employer not in violation of this Contractual Agreement.
6. The arbitrator shall have no power to make any decision or recommendation inconsistent with the law or the terms and conditions of this Contractual Agreement.
7. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Contractual Agreement.
8. The fee and expenses of filing for arbitration and of the arbitrator shall be shared equally by the parties. Each party shall assume the cost of presenting its case before the arbitrator.

ARTICLE 20
Separability

(20) Section A

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

(20) Section B

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

ARTICLE 21
Complete Contractual Agreement

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

This Contractual Agreement sets forth the full and complete understandings of the parties hereto and cancels and supersedes any and all agreements and contracts heretofore entered into between the parties and cancels and supersedes any and all Board rules, regulations, policies, and practices, written or oral, which are in conflict with this Contractual Agreement.

ARTICLE 22
Board's Rights

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

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

ARTICLE 23
Term of Contractual Agreement

This Contractual Agreement shall be effective as of December 16, 2014, and shall continue in effect until June 30, 2018.

The parties agree to negotiate for each school year during the life of this Contractual Agreement; wages, wage related fringe benefits, and the salary schedule. In addition, on or before May 1st, of even numbered years, each party may propose changes to no more than four (4) sections of the contract. Additional proposals may be brought by either party with the agreement of both parties.

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, 2018.

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

If no successor Contractual Agreement is ratified by the parties on or before June 30, 2018, this Contractual Agreement shall remain in effect on a status quo basis through June 30, 2019, or until a successor Contractual 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 Contractual Agreement. This Contractual Agreement shall not be extended orally and shall expire no later than June 30, 2019, unless extended by written agreement of the parties.

This Contractual Agreement is made and entered into on this 16th day of December, 2016, by and between the Board of School Trustees of the Merrillville Community School Corporation, heretofore called the "Board," and the Merrillville Educational Support Personnel Association, an affiliate of the Indiana State Teachers Association and the National Education Association, heretofore called the "Association," in witness whereof the parties have caused this Contractual Agreement to be signed by their respective presidents and attested to by their respective secretaries.

Merrillville Educational Support
Personnel Association

Board of School Trustees of the
Merrillville Community School Corp.

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

By _____
Negotiations Spokesperson
for the MESP Association

By _____
Negotiations Spokesperson
for the Board of School Trustees

APPENDIX A-1
Hourly Wage Rates

In effect on January 1, 2016

Category I
Secretaries

Classification A

Secretary to High School Principal/Office Manager*
 Secretary to Middle School Principal/Office Manager#
 Secretary to Intermediate Sch Principal/Office Manager^
 Secretary to Elementary Principal
 Secretary to HS Asst. Principals
 Secretary to Athletic Director
 Secretary to Maintenance Director
 Secretary to Transportation Director
 Secretary to Media Director
 HS Bookkeeper
 HS Guidance Director's Secretary
 HS Registrar

Classification B

Secretary to MS Asst. Principal
 Secretary to IS Asst. Principal
 HS/MS Guidance Secretary
 HS Attendance Secretary
 HS/MS Student Services Secretary
 HS/IS/Elem. Main Office Secretary/Clerk
 HS/MS/IS Receptionist
 HS/MS Athletic/Wellness Secretary
 Elementary Clerk/Typist
 MS Bookkeeper
 Elementary Library Coordinator
 Technology Lab Coordinator
 HS Media Processor
 Transportation Secretary
 Nurses' Secretary
 Daycare Secretary

Step	Hourly Rate
0	\$13.29
1	\$13.96
2	\$14.19
3	\$14.42
4	\$14.63
5	\$14.73
6	\$15.68
7	\$15.93
8	\$17.39
9	\$17.60

Step	Hourly Rate
0	\$11.10
1	\$11.94
2	\$11.99
3	\$12.21
4	\$12.32
5	\$12.42
6	\$12.57
7	\$13.36
8	\$15.10
9	\$15.45

* The Secretary to the High School Principal/Office Manager shall receive 5% above his/her current salary step/hourly wage

The Secretary to the Middle School Principal/Office Manager shall receive 3% above his/her current salary step/hourly wage

^ The Secretary to the Intermediate School Principal/Office Manager shall receive 2% above his/her current salary step/hourly wage

Category II
Support Personnel

HS/MS/IS AV Clerk	Reading Aide
HS Registrar Clerk	HS/MS/IS Media Clerk
Teacher Aide	Asst. Maintenance Clerk

Step	Hourly Rate
0	\$10.85
1	\$11.56
2	\$11.60
3	\$11.87
4	\$11.93
5	\$12.03
6	\$12.42
7	\$12.56
8	\$13.13
9	\$13.62

Category IV
Student Supervisors

Classification A
Study Hall Aide
Detention Aide

Classification B
Playground Aide
Lunchroom Aide
Fitness Center Check-In Clerk
Breakfast Aide

Step	Hourly Rate
0	\$10.51
1	\$11.02
2	\$11.06
3	\$11.23
4	\$11.35
5	\$11.49
6	\$11.93
7	\$12.05
8	\$12.57
9	\$12.91

Step	Hourly Rate
0	\$10.15
1	\$10.50
2	\$10.55
3	\$10.59
4	\$10.74
5	\$10.95
6	\$11.40
7	\$11.53
8	\$12.03
9	\$12.21

Category V

Instructional Aide
Reading Aide
504 Teacher Aide
Behavioral Assistant
Bilingual/ESL Aide
Freshman Academy Aide
PEP Aide
Remedial Reading Aide

Step	Hourly Rate
0	\$10.85
1	\$11.56
2	\$11.60
3	\$11.87
4	\$11.93
5	\$12.03
6	\$12.42
7	\$12.56
8	\$13.13
9	\$13.62

APPENDIX B
STEP ONE - INFORMAL STEP
GRIEVANCE FORM - GRIEVANT COPY

Grievant: _____

Date of request for meeting
with the immediate supervisor: _____

General Topic: _____

Signature of Grievant _____

Signature of
Association Representative: _____

Signature of the immediate supervisor
acknowledging the date of the request: _____

APPENDIX B
STEP ONE - INFORMAL STEP
GRIEVANCE FORM – IMMEDIATE SUPERVISOR COPY

Grievant: _____

Date of request for meeting
with the immediate supervisor: _____

General Topic: _____

Signature of Grievant _____

Signature of
Association Representative: _____

Signature of the immediate supervisor
acknowledging the date of the request: _____

APPENDIX C
Layoff/Bumping/Recall

Section A – Layoff

In the event a position is to be eliminated, the employee occupying that position shall be notified a minimum of fifteen (15) working days prior to the elimination date. The affected employee shall have the right to exercise, within five (5) working days of the elimination date, the rights enumerated in Sections B and C of this Appendix.

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

Section B

An employee whose position has been eliminated in accordance with Section A of this Appendix shall have the right 1) to go on layoff with recall rights, or 2) to exercise the bumping rights enumerated in Section C of this Appendix.

Section C – Bumping

1. Category I

- a. An employee whose Category I Classification A position has been eliminated shall have the following bumping rights, in order of priority:
 1. To bump the least unit seniority Category I Classification A employee (see also subsection 5) holding a position for which the employee is relatively equally qualified.
 2. If the employee is unable to bump in accordance with paragraph (1) above, to bump the least unit seniority Category I Classification B employee (see also subsection 5) holding a position for which the employee is qualified.
 3. If the employee is unable to bump in accordance with paragraphs (1) and (2) above, to bump the least unit seniority Category II Classification A employee (see also subsection 5) holding a position for which the employee is qualified.
 4. If the employee is unable to bump in accordance with paragraphs (1), (2) and (3) above, to bump the least unit seniority Category II Classification B employee (see also subsection 5) holding a position for which the employee is qualified.

- b. An employee whose Category I Classification B position has been eliminated shall have the following bumping rights, in order of priority:
 1. To bump the least unit seniority Category I Classification B employee (see also subsection 5) holding a position for which the employee is relatively equally qualified.
 2. If the employee is unable to bump in accordance with paragraph (1) above, to bump the least unit seniority Category II Classification A employee (see also subsection 5) holding a position for which the employee is qualified.

3. If the employee is unable to bump in accordance with paragraphs (1) and (2) above, to bump the least unit seniority Category II Classification B employee (see also subsection 5) holding a position for which the employee is qualified.

2. Category II

- a. An employee whose Category II Classification A position has been eliminated shall have the following bumping rights, in order of priority:
 1. To bump the least unit seniority Category II Classification A employee (see also subsection 5) holding a position for which the employee is relatively equally qualified.
 2. If the employee is unable to bump in accordance with paragraph (1) above, to bump the least unit seniority Category II Classification B employee (see also subsection 5) holding a position for which the employee is qualified.
- b. An employee whose Category II Classification B position has been eliminated shall have the following bumping rights, in order of priority:
 1. To bump the least unit seniority Category II Classification B employee (see also subsection 5) holding a position for which the employee is relatively equally qualified.

3. Category III

- a. In the event of a reduction in force within Category III, Classifications A, B and C, the employee with the least unit seniority in Category III, Classifications A, B and C shall be laid off.

An employee laid off from Category III, Classifications A, B, and C shall have the right to bump the least unit seniority Category III Classification D employee (see also subsection 5).

- b. In the event of a reduction in force within Category III, Classification D, the employee with the least unit seniority in Category III, Classification D shall be laid off.

4. Category IV

- a. An employee whose Category IV Classification A position has been eliminated shall have the following bumping rights, in order of priority:
 1. To bump the least unit seniority Category IV Classification A employee (see also subsection 5) holding a position for which the employee is relatively equally qualified.
 2. If the employee is unable to bump in accordance with paragraph (1) above, to bump the least unit seniority Category IV Classification B employee (see also subsection 5) holding a position for which the employee is qualified.
- b. An employee whose Category IV Classification B position has been eliminated shall have the right to bump the least unit seniority Category IV

Classification B employee (see also subsection 5) holding a position for which the employee is qualified.

5. Category V

a. An employee whose Category V position has been eliminated, shall have the right to bump the least unit seniority Category V employee holding a position for which the employee is qualified.

6. If the employee's position identified in accordance with 1 through 4 of this Section, whichever is applicable, is for fewer hours per day than those assigned to the former position held by the affected employee, the affected employee shall have the right to bump the least unit seniority employee working the same number of hours per day assigned to the former position held by the affected employee. However, in the event there is no position with the same number of hours per day held by a less unit seniority employee, the affected employee shall have the right to bump the least unit seniority employee holding a position nearest the hours per day assigned to the former position held by the affected employee.

7. Any employee bumped in accordance with this Section shall have the rights specified in Section B and the rights specified in the applicable subsections of Section C of this Appendix.

Section D – Reduced Hours

An employee whose regular working hours per day have been reduced shall have the option 1) to continue in the position with the reduced hours, or 2) to exercise the applicable bumping rights enumerated in Section C of this Appendix.

Section E – Combining Positions

If two (2) or more positions are to be combined, the combined position(s) shall be offered to the affected employees in order of greatest unit seniority, when possible, provided it will result in the same or a greater number of hours for the affected employee(s). The affected employee(s) not offered the combined position(s) shall have the rights enumerated in Section B of this Appendix. Any affected employee choosing not to accept the combined position(s) shall have the right to go on layoff with recall rights, but shall not have the right to exercise the bumping rights enumerated in Section C of this Appendix.

Section F – Recall

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

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

1. Employees who bump to avoid layoff shall be recalled in the order of greatest unit seniority to any position within the category and classification from which they bumped to avoid layoff for which the employee has met the qualifications and which

has not filled by a bargaining unit applicant presently assigned to the category and classification through the posting procedure set forth in Article 6. If an employee is recalled to such position and rejects such recall, he/she shall lose his/her recall rights to that category and classification until he/she is subsequently laid off.

2. Employees on layoff shall be recalled in order of greatest unit seniority to any position within the category and classification to which they were assigned at the time of layoff and for which the employee has met the qualifications which has not been filled by a bargaining unit applicant presently assigned to the category and classification through the posting procedure set forth in Article 6. If an employee is recalled to said position and rejects such recall, he/she shall lose all of his/her recall rights and his/her employment relationship shall be severed.
3. Employees on layoff shall be recalled in order of greatest unit seniority to any position which remains open after posting/filling in accordance with Article 6 and within any classification in any category other than the category and classification to which they were assigned at the time of layoff and for which the employee has met the qualifications. If an employee is recalled to said position and rejects such recall, he/she shall lose all of his/her recall rights to the applicable category and classification for the duration of this period of layoff; however, such rejection shall not affect the rights enumerated in subsection 2 of this Section.

Section G – Termination of Bargaining Unit Status

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

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

Section H – Rights While on Layoff

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

Unit seniority and Category Seniority shall not accumulate during a period of layoff from the bargaining unit, but shall be retained and restored to an employee upon the

employee's recall from layoff. Benefits shall not accrue during the period of layoff, however, accrued benefits to which the employee was entitled at the time of layoff shall be retained and restored to the employee upon recall and return from layoff.

Section I

The phrase "has met the qualifications" as used within this Appendix shall refer to the qualifications as stated in the posting of a specific position.

APPENDIX D

RECOMMENDATION FOR TESTING PROCEDURES AND QUALIFICATIONS

All clerical employees hired after 1/1/01, must pass the required tests to be employed in Category I or II positions. All employees hired before 1/1/01 are grand-fathered into their positions regarding the required testing. In addition, any employee grand-fathered in their position before 1/1/01 who changes into another Category must meet the qualifications for that Category.

The corporation will offer clerical employees a series of after school workshops four (4) times a year to develop computer skills and show proficiency in Word, Excel, Outlook and AS400. Those who successfully complete each session series and pass the proficiency tests will be issued a Certificate of Proficiency in that area. The Certificates of Proficiency in Word, Excel, Outlook and AS400 will serve as a "passing" score in those areas.

All clerical employees not grand-fathered as above in Categories I and II are still required to pass the clerical analysis packet. Two week training and test sessions for Office Basics and AS400 Basics, as outlined below, will usually be offered four (4) times throughout the year after school, once during each trimester and once during the summer or more often as needed. All clerical employees are encouraged to upgrade their skills.

Session 1 Office Basics

- This section of the test will include coverage of the current version of Microsoft Office that is being used in the Merrillville Community School Corporation.
- Class size limited to eighteen (18) students.
- The training will be self-paced using the website <http://www.gcflearnfree.org/topics>.

Session 1 will be a two week session

- Week 1 – Tuesday/Thursday self-paced lab time from 4:00 – 5:15pm
- Week 2 – Tuesday question and answer time with open lab 4:00 – 5:15pm
- Week 2 – Thursday Test 4:00 – 5:15pm

Session 1 Test Information

- The test will be made up of eight (8) practical questions. The student will be expected to create the documents that are requested in the test packet and present them as explained in the packet.

Session 2 AS400 Basics

- This class will cover the basic operations of student management and data entry on the AS400 software.
- Class size is limited to twelve (12) students.
- The class will be open to students who have passed Part 1 Office Basics.
- Training will be instructor led and hands on.

Session 2 will be a two week session

- Week 1 – Tuesday/Thursday classroom instruction from 4:00 – 5:15pm
- Week 2 – Tuesday review and open lab time 4:00 – 5:15pm
- Week 2 – Thursday Test 4:00 – 5:15pm

Session 2 Test Information

- The test consists of multiple choice, short answer and practical questions.

Overall Testing Policies

- Classes will be offered once each trimester during the school year and once during the summer (July dates and times will be posted towards the end of the school year).
- Candidates must achieve a 75% or better on each test in order to pass.
- The test will be given only after the candidate has completed the training sessions.
- Upon providing documentation of proficiency or experience, current employees may opt out of training and request to be tested. In the event they fail the Clerical Test it will be necessary for the individual to participate in the training prior to retesting.
- Failed Test
 - If the candidate fails the test and it is the first time it has been taken, the candidate can take the training session and test again at the next available session.
 - If the candidate fails the test two (2) times in a row, the next opportunity to schedule for a session would be after the next two (2) sessions have passed. For Example: October = Fail, January = Fail, Skip March and July, take the session again in October.
- Candidates that pass the test may be required to take and pass the test again if they have not used the skills or demonstrated the ability to perform the functions of the position and one year has passed.
- Clerical employees wishing to “bump up” to a temporary/substitute position must be qualified; having passed the applicable clerical examination within one (1) year and/or must demonstrate the ability to perform the functions of the position as determined by the building principal. Qualified clerical employees will receive bump up pay on the first day of the bump up assignment. Non-qualified clerical employees will remain at their current rate if asked to bump up to a higher assignment.

Employees new to the Bargaining Unit have sixty (60) days (probationary period: Article 1, Sec. B 11) to provide evidence of proficiency certification in the computer skills listed above, and pass the Clerical Analysis Packet (75%) to be considered for an open position.

Persons now in Category III, IV, and V positions wishing to apply for a Category I or II position must provide evidence of proficiency certification in the computer skills listed above and must have passed the Clerical Analysis Packet (75%) to be considered for the open position. Employees currently in Category I or II positions wishing to apply for a different position requiring different skills, must provide evidence of proficiency certification in the computer skills listed above.

MEMORANDUM OF UNDERSTANDING **HIGH DEDUCTIBLE HEALTH PLAN**

The Merrillville Community School Corporation and the Merrillville Educational Support Personnel Association on behalf of Secretaries, Support Personnel, Day Care, Student Supervisor employees agree that effective January 1, 2016, the Board shall provide an option of a high deductible group hospitalization, major medical health plan. The following shall apply to employees electing to participate in the High Deductible Health Plan (HDHP):

1. The Board shall provide \$4,416.09 toward the annual cost for the eligible employee's participation in the single membership in the high deductible health plan. An employee choosing a single membership in the high deductible health plan shall contribute \$1,862.82 toward the annual cost of the single plan.
2. The Board shall provide \$9,281.55 toward the annual cost for the eligible employee's first (1st) year of participation in the family membership in the high deductible health plan, \$10,798.70 toward the annual cost for the eligible employee's second (2nd) continuous year of participation in the family plan, and \$12,315.85 toward the annual cost for the eligible employee's third (3rd) and each subsequent continuous year of participation in the family membership in the high deductible health plan. An employee choosing a family membership in the high deductible health plan shall contribute \$8,439.23 toward the annual cost for the eligible employee's first (1st) year of participation in the family membership in the high deductible health plan, \$7,060.00 toward the annual cost for the eligible employee's second (2nd) continuous year of participation in the family membership in the high deductible health plan, and \$5,680.77 toward the annual cost for the eligible employee's third (3rd) and each subsequent continuous year of participation in the family membership in the high deductible health plan.
3. The Board shall make an annual contribution of \$1,200.00 into the Health Savings Account (HSA) on behalf of any employee electing to participate in the Single High 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.

Date: 12/16/14

Lupe Boursier
FOR THE ASSOCIATION

David Dickson.....
FOR THE BOARD

MEMORANDUM OF UNDERSTANDING

The Merrillville Community School Corporation and the Merrillville ESP Association hereby agree that during 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.

David Dickson
For the Merrillville Community School Corporation

Lupe Boursier
For the Merrillville Educational Support Personnel Association

December 3, 2013

MEMORANDUM OF UNDERSTANDING

The Merrillville Community School Corporation and the Merrillville ESP Association hereby agree that during the Fall of 2014 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, 2015. 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, 2015. If an employee has a spouse, the employee's spouse must also participate in the health and wellness screening in order to avoid the \$50.00 a month increase in the family premium.

Effective January 1, 2015, the employee's contributions to the above single and family plans shall be increased by \$900.00 annually if the employee or spouse is a tobacco user.

Date: 12/16/14 Lupe Boursier David Dickson.....
FOR THE ASSOCIATION FOR THE BOARD

MEMORANDUM OF UNDERSTANDING
One Time Stipend

The Merrillville Community School Corporation and the Merrillville Education Support Personnel Association agree that a one-time non-accumulative stipend of \$360.00 will be paid to:

Employees who were employed by the Merrillville Community School Corporation and received compensation as of December 16, 2014, and having worked sixty (60) days prior to December 16, 2014 the date the Board voted on the amendments to this Agreement.

David Dickson
For the Merrillville Community School Corporation

Lupe Boursier
For the Merrillville Educational Support Personnel Association

December 16, 2014

MEMORANDUM OF UNDERSTANDING

Merrillville Community Schools and the Merrillville Education Support Personnel Association agree to explore options in the utilization of professional development opportunities.

For the Merrillville Community School Corporation

For the Merrillville Educational Support Personnel Association

Date