CLERICAL EMPLOYEES' HANDBOOK

SCHOOL CITY OF HAMMOND Hammond, Indiana

Approved December 13, 2022

TABLE OF CONTENTS

		Page
ARTICLE 1	Responsibilities and Duties	1
ARTICLE 2	The Work Year	
ARTICLE 3	Working Hours	
ARTICLE 4	Clerical Assignment	
ARTICLE 5	Split Assignments.	
ARTICLE 6	New Employees.	
ARTICLE 7	Physical Examination.	
ARTICLE 7 ARTICLE 8	Placement on Salary Schedule	
ARTICLE 8 ARTICLE 9	Change of Name, Address or Telephone Number	
ARTICLE 9 ARTICLE 10	Transfers	
ARTICLE 10 ARTICLE 11	Evaluations	
ARTICLE 11 ARTICLE 12	Vacancies and Promotions	
ARTICLE 12 ARTICLE 13	Summer School Positions	
ARTICLE 13 ARTICLE 14		
ARTICLE 14 ARTICLE 15	Wage Scale	
	Overtime	
ARTICLE 16 ARTICLE 17	Holidays	
ARTICLE 17 ARTICLE 18	Vacations	
ARTICLE 18	Absences	
	18.1 Professional Leave	
	18.3 Sick Leave Bank	
	18.4 Family Illness Absence	
	18.6 Bereavement Leaves	
	18.7 Parental Leave	
	5	
	18.9 Jury Duty	
ARTICLE 19	Emergency Closing of Schools	
ARTICLE 19 ARTICLE 20	Procedure for Unpaid Leaves of Absence	
ARTICLE 20 ARTICLE 21	•	
ARTICLE 21 ARTICLE 22	Cause for Discipline up to and Including Discharge Grievance Procedure	
ARTICLE 22 ARTICLE 23	Layoff - Recall	
ARTICLE 24	Retirement Severance Pay	
ARTICLE 25	Retirement Plan	
ARTICLE 26	Employment Increments for Permanent Employees	
ARTICLE 27	Health Insurance	
ARTICLE 28	Life Insurance	
ARTICLE 29	Liability Insurance	
ARTICLE 29 ARTICLE 30	Long Term Disability Insurance	
ARTICLE 30 ARTICLE 31	Tax-Sheltered Annuity Program	
ARTICLE 31 ARTICLE 32	Worker's Compensation	
ARTICLE 32 ARTICLE 33	Retirement Benefits	
ARTICLE 33	33.1 Public Employees' Retirement Fund	
	33.2 Federal Insurance Contribution Act	
	I CUCIAI IIIVAIAICO COIILIIVALIOII / 101	

TABLE OF CONTENTS (Continued)

		<u>Page</u>
ARTICLE 34	Payroll Deductions	18
ARTICLE 35	Discussion Meetings	
ARTICLE 36	Scope of Handbook	
ARTICLE 37	Term of Statement of Policy	
	·	
APPENDIX I	Employee Absence Report	20
APPENDIX II-A	1 1	
APPENDIX II-B	Grievance Report Form - Stage II	22
APPENDIX II-C	<u> </u>	
APPENDIX II-D	1	
APPENDIX III-A	1	
	•	
MEMORANDUM	MS OF UNDERSTANDING	25-34

ARTICLE 1 - RESPONSIBILITIES AND DUTIES

- 1.1 The terms "employee" and "clerical employee" and all statements and references pertaining to employees and clerical employees, shall be understood, in this Handbook, to pertain to all full-time clerical personnel employed by the School City of Hammond, Indiana, on the clerical salary schedule. The term "Association" shall be understood to pertain to the Hammond School City Office Personnel Association. The term "employer" shall be understood to pertain to the Board of School Trustees of the School City of Hammond and/or any person(s) authorized to act for the Board in dealing with its employees. References to the feminine gender shall, where appropriate, include the masculine gender.
- 1.2 The responsibilities and duties of all clerical personnel shall be defined by job descriptions as prescribed by the Board of School Trustees of the School City of Hammond, Indiana. All clerical personnel in the individual schools shall be directly responsible to the immediate supervisor and through him/ her to the principal and Chief Administrator for Human Resources. Designation of supervisor shall be made by the principal with the approval of the Chief Administrator for Human Resources.
- **1.3** All central office or clerical personnel not previously referred to shall be directly responsible to their immediate supervisor or administrator.
- **1.4** All clerical personnel will be selected on the basis of qualifications determined by the employer.
- **1.5** Final approval for employment, leave of absence or discharge shall be the responsibility of the Board of School Trustees.
- **1.6** All clerical personnel in the individual schools shall work with and cooperate with the principal, who is responsible for the operation of the building.

ARTICLE 2 - THE WORK YEAR

- **2.1** The work year shall be from July 1 to June 30.
- **2.2** Clerical employees assigned to the Administration Center, the Warehouse, the Media Center, and the Transportation Department will be scheduled to work the entire work year or designated by the Chief Administrator for Human Resources.
- 2.3 Class II clerical employees assigned to an elementary school will be scheduled to work not less than two hundred (200) days. Office Managers assigned to an elementary school will be scheduled to work not less than two hundred two (202) days. Elementary school clerical workers will not work during the winter recess, nor will they normally work during the spring recess, unless the school calendar is adjusted as a result of an energy crisis and/or adverse weather conditions.
- 2.4 Class I clerical employees assigned to a middle school will be scheduled to work not less than one hundred eighty-five (185) days. Class II clerical employees assigned to a middle school will be scheduled to work not less than two hundred five (205) days. Office Managers assigned to a middle school will be scheduled to work not less than two hundred twelve (212) days. Middle school clerical workers will not work during the winter recess, nor will they normally work during the spring recess unless the school calendar is adjusted as a result of an energy crisis and/or adverse weather conditions.

- 2.5 Class I clerical employees assigned to a high school will be scheduled to work not less than one hundred eighty-five (185) days. Class II, Class III, and Class IV clerical employees assigned to a high school or the Area Career Center will be scheduled to work not less than two hundred thirty (230) days. Office Managers assigned to a high school or the Area Career Center will be scheduled to work the entire work year. High school clerical workers normally will not work during the winter recess unless the school calendar is adjusted as a result of an energy crisis and/or adverse weather conditions. [See also: Section 19.4]
- **2.6** Summer employment, if authorized, shall be paid only for the days worked.

ARTICLE 3 - WORKING HOURS

All clerical employees shall work the equivalent to eight (8) hours per day. All clerical workers will receive not less than a thirty-minute (30-minute) lunch period not to be included in the above eight (8) hours per day. Clerical workers are permitted a fifteen-minute (15-minute) break in the morning and a fifteen-minute (15-minute) break in the afternoon.

ARTICLE 4 - CLERICAL ASSIGNMENT

Job descriptions and classifications will continue to be examined to help maintain appropriate work loads.

ARTICLE 5 - <u>SPLIT ASSIGNMENTS</u>

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

ARTICLE 6 - NEW EMPLOYEES

All new employees shall serve a probationary period of ninety (90) days.

Employees shall not be eligible for short-term leave with pay or paid holidays during the first thirty (30) working days of the probationary period. However, upon completion of the probationary period employees will be credited with the sick leave days that would have accrued over the ninety (90) days probationary period. Employees who transfer from a position within a different bargaining unit with the School City of Hammond to a position within the clerical bargaining unit will be permitted to transfer accumulated sick leave time (See also: Section 17.6). Health insurance will be provided by the School City during the probationary period provided the employee completes the required enrollment procedures. The official employment date shall be the one which appears as the effective date on the School City Official Personnel Report. This effective date marks the beginning of the ninety (90) working day probationary period and shall also be used in determining seniority.

Former full-time employees shall serve a probationary period of ninety (90) working days.

ARTICLE 7 - PHYSICAL EXAMINATION

7.1 An employee's supervising administrator shall have the right to recommend to the Superintendent that an employee should be required to submit to a medical or psychological examination to determine if employment should be continued. The Superintendent, upon notification of the Association, shall make the final determination as to whether an employee will be required to submit a medical or psychological examination. The Employer shall have the right to designate a qualified, licensed practitioner to conduct such examination and will pay the cost of the same.

ARTICLE 8 - PLACEMENT ON SALARY SCHEDULE

- **8.1** A new employee with no work experience should normally be placed on Step 0. Experience credit on the salary schedule may be granted at the rate of fifty percent (50%) of total work experience, including prior School City of Hammond experience, to a maximum of Step 5 on the salary schedule. In filling special positions where special skills and experience are required, or in unusual circumstances, exceptions may be made. When an exception is made by the Administration, prior to approval by the Board, the Chief Administrator for Human Resources shall meet with the Association to explain the reasons for the exception. An employee may not grieve her placement on the salary schedule at the time of employment; however, the Association may grieve what it believes to be the inappropriate placement of an employee on the salary schedule.
- **8.2** Full-time college or acceptable business training after high school may be credited for initial placement on the salary schedule at no more than a maximum of two (2) years. This is in addition to work experience credit. Transcripts or official statements verifying and evaluating training should be supplied as a prerequisite to the granting of experience credit for college or business training.
- **8.3** Employees who have left the employment of the School City of Hammond, and have later been re-employed, shall be considered as new employees as of the date of re-employment and approval thereof by the Board of School Trustees.

ARTICLE 9 - CHANGE OF NAME, ADDRESS OR TELEPHONE NUMBER

Any change of name, address or telephone number shall be reported to the Chief Administrator for Human Resources in writing within ten (10) days.

ARTICLE 10 - TRANSFERS

10.1 Clerical workers who desire to transfer to another job position shall bid on an open position pursuant to Article 12 - Vacancies and Promotions.

- 10.2 When involuntary transfers are deemed necessary, all volunteers will be transferred first, after which transfers will be made on the basis of years of service, those lowest in time of service being transferred first.
- **10.3** Exceptions to the procedures set forth above will be made only if the Chief Administrator for Human Resources finds that exceptions are necessary in the best interests of the school system and so notifies clerical employees in a posting.

ARTICLE 11 - EVALUATIONS

- 11.1 All clerical personnel shall be evaluated either by the supervisor, administrator or Chief Administrator for Human Resources. Clerical personnel shall sign the evaluation form after having reviewed the evaluation with the evaluator.
- 11.2 If she feels that the evaluation is not just after a meeting with the evaluator, she may prepare a written response that will be attached to the file copy of the evaluation. All evaluations shall be final and shall not be removed from the worker's file.
- **11.3** All evaluations regarding clerical personnel shall be filed with the Chief Administrator for Human Resources

ARTICLE 12 - VACANCIES AND PROMOTIONS

- **12.1** Notice of vacancies will be posted in each building for five (5) days. Each posting will state the nature of the vacancy, the classification according to salary schedule and the date of limitation for filing of application. A clerical employee wishing to bid on a vacant position must file a written application with the Chief Administrator for Human Resources within five (5) calendar days of the posting.
- 12.2 The Chief Administrator for Human Resources, and/or the supervisor(s) and administrator(s) designated by the Chief Administrator for Human Resources will screen applicants. Interviews will normally be completed within fifteen (15) days of the deadline for filing of application. Decisions will be based upon qualifications, skills, references and job evaluations. Under no circumstances shall an employee be promoted to a job for which she is not qualified; however, all qualifications being equal, the job should be offered to a School City of Hammond employee rather than a new hire. All promotions to another classification shall be on a ninety (90) working day probationary period. Promotions shall not be subject to any grievance procedure.

ARTICLE 13 - SUMMER SCHOOL POSITIONS

- **13.1** All summer school clerical positions will be posted. The clerical personnel currently working in the building will be given priority.
- **13.2** Overtime pay will be provided at the High School and/or Area Career Center where summer school is scheduled.

ARTICLE 14 - WAGE SCALE

- **14.1** The wage scale shall be consistent with the fiscal salary schedule for permanent full-time employees as approved and adopted by the Board of School Trustees (See Appendix III).
- 14.2 The annual wage will be paid in twenty-six (26) pays for those employees working fifty-two (52) weeks. Those employees working less than fifty-two (52) weeks will receive their annual wage according to the number of weeks worked, or they may request that their annual wage be paid in twenty-six (26) pays.
- 14.3 When a clerical employee has a continuous absence of more than five (5) days, where no substitute is provided, the clerical employee or clerical employees (maximum of two (2) employees) that are designated by the administration to perform the duties of the absent employee shall be paid a stipend of \$25.00 per day.
- 14.4 An employee whose position is reduced in classification or an employee who is reassigned to a position in a lower classification for reasons unrelated to the employee's performance will be grandfathered at her present rate level until she is reassigned to a position equivalent to her former position. If the lateral reassignment is declined by the employee, her rate of pay will be reduced in her present position effective the following July 1.

ARTICLE 15 - OVERTIME

Hours worked in excess of eight (8) hours per day or in excess of forty (40) hours per week shall be compensated for at the rate of time-and-one-half. No overtime shall be worked without prior approval from the Chief Administrator for Human Resources.

ARTICLE 16 - HOLIDAYS

16.1 Employees shall not report to their regularly assigned duties, and deductions from wages shall not be made from the pay of clerical employees on the following designated holidays:

New Year's Eve New Year's Day Martin Luther King Day Good Friday Memorial Day Juneteenth Independence Day

Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
One additional holiday scheduled
prior to July 1

- **16.2** No employee shall be required to report to her regularly assigned duties or to perform work of any other nature on a designated holiday without prior authorization from the Chief Administrator for Human Resources.
- **16.3** In the event students are scheduled to be in attendance on one of these holidays, that day will not be a paid holiday, and one other holiday will be designated during that school year by agreement of the parties.

ARTICLE 17 - VACATIONS

- 17.1 Vacation time must be used during the work year July 1 to June 30. Vacation time is not cumulative. At the discretion of the Chief Administrator for Human Resources an employee may be allowed to roll up to five (5) vacation days past the June 30th date. If vacation days are rolled past the June 30th date, they must be used within three (3) months of the June 30th date.
- 17.2 All fifty-two-week (52-week) clerical employees must schedule their vacations with their immediate supervisor or administrator at least ten (10) days in advance. Approval for vacations can only be made through the immediate supervisor. The final responsibility for setting vacation times shall remain with the immediate supervisor, principal, director or administrator.
- 17.3 Designated holidays occurring during the vacation period of an employee shall not be charged as vacation time.
- 17.4 Vacation pay for fifty-two-week (52-week) employees will be paid on the regular pay day for that period during which the employee was on vacation. Clerical employees who do not work year around will receive vacation pay on the days they are not scheduled to work during the fall break, winter and spring recesses, thereby qualifying for full pays during those periods. The pay for the remaining vacation days will be included in the last check at the close of the school year.
- 17.5 The number of vacation days to which clerical employees are entitled shall be computed as of June 30. Employees who have been employed less than ten (10) months as of June 30, shall be entitled to one (1) days' vacation for each month employed to be taken the next work year starting July 1.
- **17.6** An employee who transfers from a position in a different School City of Hammond bargaining unit to a position within the clerical bargaining unit will be credited with a completed year of service for each year she served in a School City of Hammond position in which she received vacation pay.
- 17.7 Clerical employees who as of June 30 have been employed for at least ten (10) months shall be granted vacation on the following schedule:

Completed years of service	Earned this many days of vacation	To be taken during this year of service
10 months thru 1 year	10 days	2nd
2 years	10 days	3rd
3 years	10 days	4th
4 years	10 days	5th
5 years	15 days	6th
6 years	15 days	7th
7 years	15 days	8th
8 years	15 days	9th
9 years	15 days	10th
10 years	15 days	11th
11 years	15 days	12th
12 years	15 days	13th
13 years	15 days	14th
14 years	15 days	15th

Completed years of service	Earned this many days of vacation	To be taken during this year of service
15 years	20 days	16th
16 years	20 days	17th
17 years	20 days	18th
18 years	20 days	19th
19 years	20 days	20th
20 years	25 days*	21st
21 years	25 days*	

^{*}Clerical employees will normally be compensated at their regular daily rate of pay in lieu of the fifth week of vacation with the first pay in July; however, by written agreement with the employee and the Chief Administrator for Human Resources, an employee may take the fifth week of vacation rather than receive the additional compensation.

ARTICLE 18 - ABSENCES

18.1 Professional Leave

Clerical personnel desiring to attend national, state or regional secretarial or educational meetings shall submit a written request to the Chief Administrator for Human Resources on the form provided by the School City of Hammond for such requests. Conference participation shall be limited to those persons who expect to continue their service in the school system for at least the following year.

18.2 Personal Illness Absence

- a. Clerical personnel working fifty-two (52) weeks per year shall be entitled to thirteen (13) days for personal illness each year without loss of pay, such days to be cumulative from year to year without limit. Clerical personnel working less than fifty-two (52) weeks per year shall receive ten (10) days for personal illness; however, clerical personnel working two hundred eighteen (218) days or more shall receive not less than eleven (11) days for personal illness.
- b. Paid holidays shall not be charged against personal illness days accumulated by a clerical employee when holidays occur during employee's illness. Employees must execute the "Employee Absence Report" immediately upon return to work. The form of this report is set forth in Appendix I.
- c. Clerical personnel anticipating a prolonged illness must notify in writing their immediate supervisor, director or administrator as soon as possible of the anticipated length of illness and the probable date of return to work.
- d Employees who are about to exhaust accumulated personal illness days because of extended illness must follow the procedure in PROCEDURE FOR LEAVES OF ABSENCE. Failure to follow such procedure within thirty (30) days after the exhaustion of accumulated personal illness days shall result in termination of employment and loss of all fringe benefits.
- e. The employer reserves the right to demand a physician's certificate for verification of illness of a clerical employee who is absent more than three (3) days. The employer also reserves the right to demand a medical examination of any clerical employee when it deems such an

examination is necessary.

- f. Clerical personnel absent from work because of a childhood communicable disease contracted in the course of employment shall suffer no diminution of compensation and shall not be charged with sick leave, upon submission of written evidence thereof.
- g. [Effective July 1, 2022 through June 30, 2023] If a clerical employee provides proof of having received the Covid- 19 vaccine and is directed by the administration to quarantine, and following the CDC and SCH protocols, due to a positive test for Covid-19, due to the clerical employee experiencing symptoms of Covid-19 or due to exposure, during the clerical employee's workday to a student and/or other school personnel that tested positive for Covid-19, the Superintendent shall authorize the clerical employee to get paid for a period of up to five (5) calendar days without the use of paid personal illness leave.

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

18.3 Sick Leave Bank

- a. Commencing with the school year 1997-98, all members of the sick leave bank shall remain members, and all clerical employees new to the School City of Hammond will become members of the sick leave bank. Members of the sick leave bank will contribute one (1) personal illness day each year for a period of five (5) years. Clerical employees who were not members previously who choose to join effective the 1997-98 school year may do so by giving notice to the office of the Chief Administrator for Human Resources on or before Friday, October 31, 1997, in which case they will contribute one (1) personal illness day each year for a period of five (5) years. In the event the total number of accumulated sick days in the sick leave bank drops below 250 days, each clerical employee belonging to the sick leave bank shall contribute one personal illness day.
- b. Upon exhaustion of accrued personal illness days, any member may borrow additional personal illness days according to the following schedule:
 - 2 5 years participation in the sick leave bank 15 days
 - 6 7 years participation in the sick leave bank 30 days
 - 8 9 years participation in the sick leave bank 45 days
 - 10 or more years participation in the sick leave bank 65 days
- c. Sufficient medical evidence shall be submitted with each request for days from the sick leave bank. Requests may be submitted for separate cases of illness or medical problems; however, at no time shall a clerical employee be permitted to owe the sick leave bank more days than the maximum number to which the clerical employee would be entitled under the above schedule.
- d. Upon release from doctor, the clerical employee will repay personal illness days owed (number of days borrowed less number of days contributed) at the rate of three (3) per year.
- e. A sick leave bank committee consisting of three (3) clerical employees and the Chief Administrator for Human Resources will review all requests to borrow personal illness days from the bank. The action of the sick leave bank committee shall be final. The sick leave committee will be made aware of any outstanding sick bank days an individual has already borrowed when request is made to borrow additional sick bank days.

18.4 Family Illness Absence

Clerical personnel shall be allowed up to five (5) days leave per year with pay (not cumulative and not deducted from accumulated personal illness days) in case of serious illness, major surgery, or serious accident involving an immediate member of their family. For the purposes of this Section the term "immediate family" shall be defined as spouse, child, parent, grandparent, grandchild, mother-in-law, father-in-law, brother, sister, and others living in the home with the employee.

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

18.5 Personal Business Absence

Clerical personnel may be allowed up to three (3) days with pay for personal business leave per year in order to conduct business that clearly cannot be done because of regularly assigned working hours. Personal business leave days shall not be cumulative. Approval for personal business leave shall be made only by the Chief Administrator for Human Resources. A written request by the employee to the Chief Administrator for Human Resources shall be made at least forty-eight (48) hours prior to such time requested. The Chief Administrator for Human Resources shall make the final determination in all cases and has the right to refuse any request for personal business leave.

In case of extreme emergencies, the requirements of the forty-eight (48) hours prior notice will not be necessary. Employees still, however, must execute the "Employee Absence Report" upon return to work.

Unused personal business days shall be credited as sick leave days at the beginning of the ensuing school year.

18.6 Bereavement Leaves

In case of death in the immediate family, a clerical employee may be absent with pay not to exceed seven (7) consecutive calendar days immediately following the death. These days shall not be charged against the employee's accumulated personal illness days and such bereavement leave days shall not be cumulative. For the purposes of this Section the term "immediate family" shall be defined as spouse, child, parent, grandparent, grandchild, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and others living in the home with the employee.

One-day leaves may be granted for funerals of persons other than members of the immediate family. Application for such leave shall be made at least twenty-four (24) hours before taking such leave.

18.7 Parental Leave

A clerical employee who becomes pregnant shall notify the Chief Administrator for Human Resources in writing, as soon as the pregnancy has definitely been determined, and of the expected

date of the termination of the pregnancy if a leave of absence is anticipated, and the length of the leave of absence.

The clerical employee shall notify the Superintendent, in writing, of her desire to take such leave and except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin.

Parental leave shall be granted for a period of up to one (1) year without pay and without experience credit on the salary schedule.

The clerical employee may elect to use her sick leave days for pregnancy absences rather than take parental leave. If parental leave is taken, it is without pay, and the clerical employee shall be responsible for paying group insurance premiums during the leave period.

Written notice of intent to return from parental leave must be filed with the Chief Administrator for Human Resources at least thirty (30) days before the expiration of leave. Failure to file a notice of intent to return to work shall be interpreted as a resignation. Upon return from leave, the clerical employee will be assigned to the same position, if available, or, if not, to a substantially equivalent position for which the employee is qualified. If such a position is not available at the expiration of leave, the employee will be assigned to the first equivalent position which becomes vacant.

18.8 Family and Medical Leave Act

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

18.9 Jury Duty

In the event a clerical employee is required to perform jury duty or is subpoenaed to appear in a court or before an administrative tribunal, the clerical employee shall receive regular salary minus any remuneration received; provided, however, this paragraph has no application if the clerical employee is the plaintiff in the proceedings.

18.10 Good Attendance Recognition

Employees who have not used any personal business nor family illness days during an entire year (July 1 through June 30) shall be granted an additional day of vacation to be taken during the ensuing year provided it is taken when no substitute is needed.

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

Clerical employees who do not work year around will receive vacation pay instead of time off. [See also: Article 18]

ARTICLE 19 - EMERGENCY CLOSING OF SCHOOLS

- **19.1** In the case of emergency closing of school due to severe weather conditions or any other emergency, clerical employees shall be expected to report to work, in which case the employees who are unable to report to work may, at their discretion, take an unpaid day or use a personal business day or vacation day provided such days remain available to them.
- 19.2 It is recognized that in the event of a severe emergency, an emergency in excess of two days duration, or in some other circumstance, the Superintendent may announce that clerical employees are not to report to work, in which case, the employees may, at their discretion, take an unpaid day or use a personal business day or vacation day provided such days remain available to them.
- **19.3** An employee who uses a personal business day(s) because she was unable to report to work on a day when schools were closed due to an emergency, shall be eligible for an additional vacation day pursuant to Section 18.10 if the employee used no other personal business days or family illness days.
- 19.4 In the event an emergency closing of schools results in the scheduling of student makeup days at the end of the school year on a day(s) when students had not been scheduled to be in attendance, the work year of elementary and middle school clerical employees may be extended to maintain the original number of work days without students in attendance.

ARTICLE 20 - PROCEDURE FOR UNPAID LEAVES OF ABSENCE

- **20.1** Clerical employees who have been in the employment of the School City of Hammond for three (3) consecutive years or more may be granted a leave of absence without pay. A written application must be filed with the Superintendent. All applications must clearly state the reasons for desiring such leave and the proposed beginning and ending dates. The mere filing of such notification shall in no way be interpreted as allowing a leave of absence. A leave of absence must be approved by the School Board of Trustees. No leave of absence shall be granted for more than one (1) year. Application for illness leave must be filed after the exhaustion of accumulated personal illness days and sick bank days. The employer shall continue to pay the full cost of a single membership in the health insurance plan and the term life insurance plan for the month following the month in which the employee exhausts accumulated personal illness days and sick bank days, following which the person receiving a leave of absence shall personally pay group insurance premiums while officially on leave. Experience credit on the salary schedule shall not be granted for unpaid leaves of absence.
- **20.2** Written notice to the Superintendent of the employee's intent to return to work must be filed at least two (2) weeks before the date of her desired return. Failure to file a notice of intent to return to work shall be interpreted as a resignation. Upon the employee's return, the employee shall present her physician's certificate stating the employee is able to resume work. When possible, the employee shall return to her former position.
- **20.3** Absence not previously defined and not covered by this Handbook, shall be deducted from the employee's wages. Deductions from wages shall equal the hours and days absent.

ARTICLE 21 - CAUSE FOR DISCIPLINE UPTO AND INCLUDING DISCHARGE

An employee may be disciplined for just and good cause, up to but not including discharge, by her supervisor, director, or administrator. The Board of School Trustees reserves the right to discharge any employee for just and good cause.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 A grievance is a claim by an employee that there has been an alleged violation of a specific section of this Clerical Employees Handbook.

Any clerical employee who in her judgment has a grievance shall immediately discuss such grievance with her immediate supervisor, director or administrator. At any step of the grievance procedure, the grievant may be accompanied by a representative(s) of the Hammond School City Office Personnel Association, or the Association may file the grievance in an instance where it deems it appropriate.

Step One In the event that no satisfactory agreement is attained, the grievant shall state her grievance in writing within fifteen (15) days of the date the clerical employee first knew or had reason to know of the fact(s) or conditions upon which the alleged grievance is based. Two (2) copies of this written grievance shall be presented to her immediate supervisor, director, or administrator. The supervisor, director or administrator shall make the decision and disposition of such grievance within fifteen (15) days.

<u>Step Two</u> If the grievant is not satisfied with the disposition of the supervisor or administrator, she may within ten (10) days of the disposition or lack of disposition submit a written statement of the grievance to the Chief Administrator for Human Resources citing the specific sections of the Agreement alleged to have been violated and the remedy sought. The Chief Administrator for Human Resources shall make the decision and disposition of the grievance within fifteen (15) days.

Step Three If the grievant is not satisfied with the disposition of the Chief Administrator for Human Resources, she may within ten (10) days of such disposition submit said grievance in writing to the office of the Superintendent. The Superintendent or the Superintendent's designee shall make the decision and disposition of such grievance within fifteen (15) days.

<u>Step Four</u> If the grievant is not satisfied with the disposition made by the Superintendent or the Superintendent's designee, she may submit within five (5) days of such disposition three (3) copies of said grievance in writing to the Secretary of the Board of School Trustees.

The Board of School Trustees will review such grievance in Executive Session or give such other consideration to the grievance as it deems appropriate and will make a decision and disposition of such grievance within forty-five (45) days of submission of same to the Board in writing.

It is agreed that the determination of the Board of School Trustees shall be final and binding and that grievances shall not be subject to any mediation, arbitration or other procedures.

22.2 The time limits provided in this article shall be strictly observed and failure to comply with the time requirements may subject the grievance to automatic denial at any step of the grievance procedure. No adjustment of the grievance by conference or by formal written grievance procedure below the decision of the Board of School Trustees shall be made which is inconsistent

with existing administrative rules and regulations and the Board of School Trustees' policies.

ARTICLE 23 – <u>LAYOFF- RECALL</u>

In the event it becomes necessary to lay off employees within a given class, they shall be laid off on the basis of least senior employee in that class. (See Appendix III - A) A clerical employee in a class where there is a reduction with the least seniority, who would otherwise be laid off, shall have the right to bump the clerical employee with the least seniority in the next lower class, provided the clerical employee has more seniority than the least senior employee in the lower class. The employee bumped shall have the right to bump the least senior employee in the next lower class, provided the clerical employee has more seniority than the least senior employee in the lower class.

In the event of a layoff, no less than two (2) weeks' notice will be provided. Clerical Employees on the recall list shall be recalled to open positions on the basis of greatest seniority.

Laid off employees shall have the right to remain on the recall list for a period of two (2) years. Benefits shall not accrue during the period of layoff; however, accrued benefits to which the employee was entitled at the time of layoff shall be retained and restored to the employee upon recall and return from layoff. Continuous service within the bargaining unit shall be broken and the employment relationship shall be terminated when an employee fails to give notice of intent to accept or reject a recall to a position within seven (7) calendar days or, having given intent to accept a position, fails to report for work within fourteen (14) calendar days after receipt of written notice of recall to work.

For purposes of this Article, seniority shall be defined as the length of continuous service within the bargaining unit, including periods while on unpaid leave of absence, commencing with the first day of work as a member of the bargaining unit. If two or more employees have the same number of years of service the employee with the first date of hire shall be considered senior. The bargaining unit shall be defined as all clerical employees hired to a permanent position covered by the School City of Hammond Clerical Employees Handbook.

ARTICLE 24 - RETIREMENT SEVERANCE PAY

- **24.1** Retirement severance pay shall be granted to all eligible clerical employees upon their retirement. Eligibility for retirement severance pay shall be defined by and include all of the following:
 - a. At least fifty (50) years of age.
 - b. A minimum of fifteen (15) years of full-time continuous employment in the School City of Hammond, except that a clerical employee retiring at age sixty-five (65) may qualify with a minimum of ten (10) years of continuous employment in the School City of Hammond.
 - c. A written notification of intent to retire must be filed with the Superintendent at least thirty (30) days prior to retirement. Such written notification can be withdrawn only by permission of the Superintendent.
 - d. In the event an employee is unable to give proper notice of retirement as required and is forced to retire as a result of ill health or accident, the required notice of retirement may be waived by the Board of School Trustees on the recommendation of the Superintendent and upon receipt of such written request.

24.2 Severance pay shall be computed as follows:

After 10 years, 25% of accumulated sick leave After 11 years, 27.5% of accumulated sick leave After 12 years, 30% of accumulated sick leave After 13 years, 32.5% of accumulated sick leave After 14 years, 35% of accumulated sick leave After 15 years, 37.5% of accumulated sick leave After 16 years, 40% of accumulated sick leave After 17 years, 42.5% of accumulated sick leave After 18 years, 45% of accumulated sick leave After 19 years, 47.5% of accumulated sick leave After 20 years, 50% of accumulated sick leave After 25 years, 62.5% of accumulated sick leave After 35 years, 75% of accumulated sick leave After 35 years, 87.5% of accumulated sick leave After 40 years, 100% of accumulated sick leave

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

Upon the death of any employee eligible for retirement severance pay, the retirement severance pay the employee would have been entitled to receive had the employee retired shall be paid directly, in a lump sum, to the person(s) designated by the deceased in writing to the school employer. If no beneficiary has been named for retirement severance pay benefits, the retirement severance pay will be paid to the beneficiary named on the employee's life insurance policy. If no beneficiary has been a named on the employee's life insurance policy, payment will be made to the estate of the deceased.

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

- **24.3** A clerical employee with in excess of fifteen (15) years of continuous employment with this school system who, by necessity, exhausts all of her accumulated sick leave due to a prolonged illness during the last three (3) years of employment shall be given \$1,000 as retirement severance pay.
- **24.4** Clerical employees eligible for retirement severance pay pursuant to Section 24.1 of this Handbook shall also receive payment for unused sick leave upon retirement as follows:

Thirty (30) dollars per day shall be granted for each day of unused sick leave in excess of fifty-one (51) through the balance of remaining unused sick leave days. Such payment shall also be made in the event of death of a clerical employee eligible for retirement.

ARTICLE 25 - <u>RETIREMENT PLAN</u>

Effective January 1, 2008, the Board agrees to establish and maintain a qualified retirement plan pursuant to Section 401(a) of the U.S. Internal Revenue Code [hereinafter referred to as the "401(a) plan"] for all employees. Effective January 1, 2008, the Board will contribute an amount

equal to one percent (1%) of each employee's regular straight time daily pay into the 401(a) plan on behalf of each employee.

The contributions to the 401(a) plan on behalf of an employee will vest with that employee after the employee completes five (5) consecutive years of service with the School City of Hammond. For purposes of this Article, one (1) year of service shall be defined as a minimum of one hundred twenty (120) days worked in a given school year. If at the time the employment relationship with the School City of Hammond is severed an employee has not completed five (5) consecutive years of service, the amount in that employee's account shall revert back to the School City of Hammond.

At the time an employee severs his/her employment relationship with the School City of Hammond, the value of all contributions to the employee's 401(a) account plus an assumed rate of return equal to a fixed rate account of the (401(a) plan (agreed to by the parties) shall be deducted from the total amount of retirement severance pay to which the employee would be entitled pursuant to Article 24 of this Agreement. The annual rate of return shall be determined each July1 and shall be used for the succeeding twelve (12) month period. The remaining retirement severance pay shall be paid out pursuant to Article 24 of this Agreement.

If the 401(a) account is larger than the employee's retirement severance pay pursuant to Article 24 of this Agreement, the employee will receive the 401(a) amount only.

ARTICLE 26 - EMPLOYMENT INCREMENTS FOR CLERICAL PERMANENT EMPLOYEES

26.1 In order to further compensate clerical employees for long service with the School City of Hammond, the following schedule will be observed:

Longevity Increments

Total Years of Service	Increment	
10	\$ 200	
15	\$ 300	
20	\$ 500	
25	\$ 1,000	
30	\$ 1,200	
35	\$ 1,600	
40	\$ 2,100	
45	\$ 2,600	

- **26.2** A clerical employee who qualified for a greater increment amount under the schedules in effect prior to July 1, 1976, shall continue to receive the greater amount.
- **26.3** Clerical employees shall receive the longevity increments to which they are entitled in a lump sum with the pay following the anniversary date of employment.
- **26.4** Employees who leave the employ of the School City of Hammond shall lose their eligibility for longevity increments even though they may later be re-employed. Official leaves of absence will not result in disqualification for eligibility but leave time shall not be counted in computing years of service.

ARTICLE 27 - HEALTH INSURANCE

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

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

- 27.4 In the event a clerical employee retires after attaining the age of fifty-five (55) with fifteen (15) or more years of experience in the Hammond School System, the clerical employee will be allowed to continue her participation in the health insurance plan of the School City of Hammond until she attains the age of sixty-five (65), provided the clerical employee pays the full cost of the insurance.
- 27.5 Clerical employees are reminded that they must sign up for Medicare coverage at their Social Security Office just prior to attaining sixty-five (65) years of age in order to maintain optimum coverage under the plan.

ARTICLE 28 - LIFE INSURANCE

The School City of Hammond, on a partially paid basis, shall provide to all full-time clerical personnel group term life insurance. Forty-two thousand dollars (\$42,000.00) of group term life insurance is provided for all full-time clerical employees of the School City of Hammond. An accidental death benefit rider in the sum of forty-two thousand dollars (\$42,000.00) shall also be provided. For employees sixty-five (65) years of age and older, these amounts shall be reduced in accordance with standard insurance reduction schedules. Full-time clerical personnel shall pay one dollar (\$1.00) per year toward the cost of the group term life insurance.

ARTICLE 29 - LIABILITY INSURANCE

The School City of Hammond shall provide, on a fully paid basis, liability insurance in the amount of not less than one hundred thousand dollars (\$100,000.00) for all full-time clerical personnel of the School City of Hammond in case of a suit arising from or in the performance of

ARTICLE 30 - LONG TERM DISABILITY INSURANCE

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

ARTICLE 31 - <u>TAX-SHELTERED ANNUITY PROGRAM</u>

The School City of Hammond shall make available to all full-time clerical personnel of the School City of Hammond a tax-sheltered annuity program.

ARTICLE 32 - WORKER'S COMPENSATION

- **32.1** The School City of Hammond shall provide Worker's Compensation Insurance to all full-time clerical personnel of the School City of Hammond.
- 32.2 Should an employee incur injury arising out of and in the course of her employment, the employee's wages shall be continued during absence because of said injury. Absence due to injury arising out of and in the course of employment will not be charged against the employee's sick leave accumulation.
- **32.3** Procedures to be followed in case of the injury during the regular course of employment are available in the employee's individual building.
- **32.4** For further information, clarification and understanding as to the employee's benefit, the employee should contact the Insurance Department.
- 32.5 Any accident or injury incurred arising out of and in the course of employment must be reported in writing to the Insurance Department, within forty-eight (48) hours of employee's accident or injury.
- **32.6** Should report of employee's on-the-job accident or injury not be reported as required by Section 31.5, the employee may be considered to have waived the benefits set forth in this Article.

ARTICLE 33 - RETIREMENT BENEFITS

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

33.1 Public Employees' Retirement Fund

- a. Eligibility of an employee shall be determined by the rules and regulations of the Public Employees' Retirement Fund of the State of Indiana.
- b. Effective January 1, 1993, the Board shall pay directly to the Public Employees' Retirement Fund each employee's three percent (3%) contribution to the fund. In addition, the

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

33.2 Federal Insurance Contribution Act

- a. Compulsory participation in the Federal Insurance Contribution Act by all employees of the School City of Hammond, Indiana, is required under Federal law.
- b. Deductions from the employee's earnings shall be paid into the Federal Insurance Contribution Act as instituted and required under Federal Law.
- **c.** The School City of Hammond's contribution in behalf of each employee to the Federal Insurance Contribution Act shall be equal to each employee's contribution as instituted and required under Federal Law.

ARTICLE 34 - PAYROLL DEDUCTIONS

- **34.1** At the beginning of any calendar year, and restricted as to change during that year, an employee may make a written request of the School City of Hammond that specific amounts be deducted from her salary. All amounts deducted shall be remitted by the School City of Hammond to the employee's specific organization or program.
- **34.2** Deductions from salary may be made only for the following organizations or programs:
 - a. Regional Federal Credit Union
 - b. Health Insurance
 - c. Group Employee's Term Insurance
 - d. Tax-Sheltered Annuity
 - e. IRS Section 125 Flexible Benefit Spending Plan
- **34.3** It shall be understood that the employee shall be directly responsible for her payments to the programs and/or organizations designated if the employee does not earn pay sufficient to cover her deductions for such obligations.
- **34.4** The School City of Hammond shall not be held responsible or liable based upon the form or manner of deductions, lack of deductions or payments.

ARTICLE 35 - DISCUSSIONS MEETINGS

- 35.1 Discussion meetings will be held monthly during the school year or at the request of either party. The parties shall meet to discuss matters of common concern and to attempt to resolve any problems which may arise. The meeting will be scheduled at a time convenient to both parties. Prior to the meeting, each party will submit to the other an agenda covering the item(s) they wish to discuss.
- 35.2 Released time shall be made available from time to time by the employer for members of the negotiating committee to engage in activities such as the negotiating of new contracts, attendance at discussion meetings and the investigation and processing of grievances.

ARTICLE 36 - SCOPE OF HANDBOOK

This Handbook shall pertain only to permanent, full-time clerical personnel employed by the School City of Hammond, Indiana. Part-time or temporary clerical personnel shall not be included.

ARTICLE 37 - TERM OF STATEMENT OF POLICY

- 37.1 This Policy Statement shall supersede any conflicting policies, written and oral, pertaining to full-time clerical personnel employed by the School City of Hammond.
- 37.2 Should any article, section or clause of this Policy Statement be found to be contrary to law, said article, section or clause, as the case may be, shall be automatically deleted from this Policy to the extent that it violates the law, but the remaining articles, sections and clauses shall remain in full force and effect for the duration of the Policy, if not affected by the deleted article, section or clause.
- 37.3 This Statement of Policy shall become effective January 1, 2020.
- 37.4 It shall be understood that the Board shall not make any changes in this Policy Statement without prior negotiations with the Association.
- 37.5 Questions concerning the appropriateness of the unit covered by this Handbook or assertions that the Association no longer represents a majority of the employees covered by this Handbook shall be raised by the employer, the Association, or thirty percent (30%) of the employees covered by this Handbook not more than ninety (90) days and not less than sixty (60) days prior to the expiration of the salary schedule(s) agreed to by the parties.
- 37.6 This Policy Statement is attested to by the parties whose signatures appear below.

Hammond School City	School City of Hammond
Office Personnel Association	Hammond, Indiana
Janneyer Llouch	bondon
President and Chief Spokesperson	President
Donnal Looper	wideling houndly
Negotiating Team Member ¹	Secretary
Dynn a Lyouslu	
Negotiating Team Member / /	
Lotsails Maldarle	
Negotiating Team Member	
Kin Cheraeut	
Negotiating Team Member	
Delinal Chamber	

Negotiating Team Member

APPENDIX I

SCHOOL CITY OF HAMMOND

Employee Absence Report

Employees should complete this form immediately upon return to work after any absence. The form should then be given to the employee's supervisor. Attach a physician's statement if applicable.

White - School Office Yellow - Employee	PI 106 3/96
attached to the payroll sheet.	This completed form should be attached to the payroll sheet.
Signature of employee	Signature of supervisor
11. Federation business12. MentoringDobservingBeing observed	B. Grant (Name)
Family illiess (Not to be used for appointments for family members) Family member Serious illness Major surgery Serious accident Describe.	3. On-the-job injury 4. Bereavement (Immediate family) 5. Bereavement (Other than immediate family) 6. Vacation 7. Jury duty 8. School business A. Field trin
	Reason: (Circle the appropriate number.) 1. Personal illness 2. Personal business (No pay without prior approval except in case of emergency)
Name of school (or location)	Name of employee

White - School Office

Yellow -- Employee

Appendix II - A Grievance Report Form - Stage I

School City of Hammond Office Personnel (HSCOP) GRIEVANCE REPORT FORM

Stage I

Distribution of form by grievant:
2 copies to Supervisor
1 copy to HSCOP
1 copy to Grievant (s)

HSCOP Grievance #	School City of Hammond
School	
Name of Grievant	
Classification	
A. Date Cause of Grievance Occurred	
B. Statement of Grievance	
C. Section(s) of Handbook Involved	
D. Relief Sought	
Signature of Grievant	
Signature of HSCOP Representative	
Date Submitted	
E. Date Received by Supervisor	
F. Disposition by Supervisor	
Signature of Supervisor	
Data	

Appendix II - B Grievance Report Form - Stage II

School City of Hammond Office Personnel (HSCOP) GRIEVANCE REPORT FORM

Stage II

Distribution of from by grievant:
2 copies to the Assistant
Superintendent/Personnel
1 copy to HSCOP
1 copy to Grievant (s)

HSCOP Grievance # School City of Hammond
Name of Grievant
Classification
A. Position of Grievant
Signature of Grievant
Signature of HSCOP Grievance Chairman or Executive Officer
Date Submitted
B. Date Received by Personnel Dept. Administrator
C. Disposition by Personnel Dept. Administrator or his Designee
Signature of Personnel Dept. Administrator or his Designee
Date

Appendix II - C Grievance Report Form - Stage III

School City of Hammond Office Personnel (HSCOP) GRIEVANCE REPORT FORM

Stage III

Distribution of form by grievant:
2 copies to the
Superintendent
1 copy to HSCOP
1 copy to Grievant (s)

HSCOP Grievance #	School City of Hammond	
Name of Grievant		_
Classification		
A. Position of Grievant		_
Signature of Grievant		
		_
Signature of HSCOP Grievance Chairman or E	xecutive Officer	
Date Submitted		
B. Date Received by Superintendent		
C. Disposition by Superintendent or Designee _		
Signature of Superintendent or Designee		
Date		

Appendix II - D Grievance Report Form - Stage IV

School City of Hammond Office Personnel (HSCOP) GRIEVANCE REPORT FORM

Stage IV

Distribution of form by grievant:
2 copies to the
Superintendent
1 copy to HSCOP
1 copy to Grievant (s)

HSCOP Grievance#	School City of Hammond
Name of Grievant	
Classification	
A. Position of Grievant	
Signature of Grievant	
Signature of HSCOP Grievance C	
Date Submitted	
B. Date Received by Superintend	lent
C. Date Submitted to Arbitration	n

MEMORANDUM OF UNDERSTANDING One Time Stipend

The parties hereby agree, in addition to any compensation to which a clerical employee shall be entitled pursuant to the Appendix III – A Salary Schedule, a one-time stipend in the amount of \$235.19 shall be paid to a clerical employee who was employed by the School City of Hammond and received compensation for one hundred twenty (120) days or more during school year 2018-2019, who is still employed by the School City of Hammond as of January 1, 2020. This one-time stipend shall be paid on or before February 29, 2020, and may be taken as a separate check or be directed into an FSA or HSA account.

School City of Hammond

Hammond, Indiana

President

Secretary

Date: December 17, 2019

Hammond School City

Office Personnel Association

President

Secretary

MEMORANDUM OF UNDERSTANDING

The Board of School Trustees for the School City of Hammond and the Hammond School City Office Personnel Association hereby agree, effective January 1, 2016, when, due to the absence of a registered nurse or health aide in a building the principal designates a clerical employee to cover health services in addition to the clerical employee's regular duties the clerical employee shall receive a stipend in the amount of twenty dollars (\$20.00) for the day. The clerical employee must have received training to be eligible for the stipend.

School City of Hammond Hammond, Indiana

Hammond School City
Office Personnel Association

Secretary

President

Secretary/

Date: March 14, 2016

MEMORANDUM OF UNDERSTANDING

Attendance Clerks

The Hammond School City Office Personnel Association and the School City of Hammond hereby agree, effective January 1, 2013, the position of Attendance Clerks shall be added to the School City of Hammond - Clerical Employees Salary Schedule. The Attendance Clerks shall be placed in Class I of the current Clerical Employees Salary Schedule. Effective January 1, 2013 the provisions of the Clerical Employee Handbook shall apply to Attendance Clerks. The parties hereby agree that the following provisions shall apply to Attendance Clerks:

- 1. The Attendance Clerks shall have a work day equivalent to eight (8) hours per day. The Attendance Clerks will receive a thirty-minute (30-minute) lunch period not to be included in the above eight (8) hours per day. Attendance Clerks shall be permitted a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. The work day for Attendance Clerks shall be from 7:30 a.m. to 4:00 p.m.
- 2. The Attendance Clerks shall have a work year of one hundred eighty-five (185) days. The one hundred eighty-five (185) day work year does not include paid holidays or paid vacations.
- 3. Effective January 1, 2013, the Attendance Clerks shall be placed at the following steps of Class I of the Clerical Employee Salary Schedule:

Nancy Martinez	Step 1
Gwendolyne Atkins	Step 2
Pamela Hastings	Step 9
Lequida Westerfield	Step 11
Mary Payonk	Step 12
Carolyn Williams	Step 13

The above listed Attendance Clerks shall not be required to serve a ninety (90) working day probation period.

School City of Hammond Hammond, Indiana

Hammond School City

Office Personnel Association

Date: 12-10-2010

ARTICLE 38 -TERM OF STATEMENT OF POLICY

- 38.1 This Policy Statement shall supersede any conflicting policies, written and oral, pertaining to full-time clerical personnel employed by the School City of Hammond.
- 38.2 Should any article, section or clause of this Policy Statement be found to be contrary to law, said article, section or clause, as the case may be, shall be automatically deleted from this Policy to the extent that it violates the law, but the remaining articles, sections and clauses shall remain in full force and effect for the duration of the Policy, if not affected by the deleted article, section or clause.
- 38.3 This Statement of Policy shall become effective July 1, 2021.
- 38.4 It shall be understood that the Board shall not make any changes in this Policy Statement without prior negotiations with the Association.
- 38.5 Questions concerning the appropriateness of the unit covered by this Handbook or assertions that the Association no longer represents a majority of the employees covered by this Handbook shall be raised by the employer, the Association, or thirty percent (30%) of the employees covered by this Handbook not more than ninety (90) days and not less than sixty (60) days prior to the expiration of the salary schedule(s) agreed to by the parties.
- 38.6 .This Policy Statement is attested to by the parties whose signatures appear below.

Hammond School City	School City of
Office Personnel Association	Hammond
President and Chief Spokesperson	Hammond, IN
Negotiating Team Member	President andolasia
	Secretary
Centria Carso	••·
We potiating Team Member	
Negotiating Team Member	
Negotiating Team Member	
Negotiating Team Member	

MEMORANDUM OF UNDERSTANDING

One Time Stipend

The parties hereby agree, in addition to any compensation to which a clerical employee shall be entitled pursuant to the Appendix III – Salary Schedule, a one-time stipend in the amount of \$2,099.67 shall be paid to a clerical employee who was employed by the School City of Hammond and received compensation for ninety (90) days or more during school year 2022-2023, who is still employed by the School City of Hammond as of January 1, 2023. A clerical employee receiving a one-time stipend may take the one-time stipend as a separate check or may direct the money be placed in the clerical employee's Health Savings Account (HSA).

MEMORANDUM OF UNDERSTANDING

The parties hereby agree to the following additions to Appendix III — A, of the School City of Hammond Clerical Employees Salary Schedule including their insertion into the salary schedule:

Class 111 — Registration Clerks

Curriculum Administrative Assistant

For the School City:

For the Association:

June 10 2021

Date

IVEMORANDUM OF UNDERSTANDING

The parties hereby agree that Melaine Kaminsky will be treated as and paid at the rate of an Executive Assistant to a Chief Administrators while she is in the current position of Clerical Class V for the Secretary to an Executive Director. Should Ms. Kaminsky take a different position within the School City of Hammond, she will be paid at the salary (hourly rate) commiserate to that position and the position currently occupied by Ms. Kaminsky will revert back to a Clerical Class V position, for all essential purposes.

For the School City:

For the Association:

June 10 2021

Date

APPENDIX III - A SCHOOL CITY OF HAMMOND CLERICAL EMPLOYEES SALARY SCHEDULE

Effective July 1, 2022 (Biweekly Amounts)

	Step	I	11	<u>III</u>	<u>IV</u>	y
Class I	0	\$1,145.71	\$1,176.31	\$1,201.80	\$1,227.16	\$1,312.69
Attendance Clerk	1	\$1,186.42	\$1,227.16	\$1,252.61	\$1,278.19	\$1,363.69
	2	\$1,227.16	\$1,278.19	\$1,303.68	\$1,320.47	\$1,405.95
Class II	3	\$1,268.05	\$1,320.47	\$1,354.62	\$1,381.68	\$1,465.60
Adult Education	4	\$1,308.79	\$1,380.08	\$1,405.61	\$1,431.01	\$1,516.53
School Secretary	5	\$1,349.51	\$1,431.01	\$1,456.50	\$1,481.94	\$1,567.49
	6	\$1,399.42	\$1,481.94	\$1,507.44	\$1,532.97	\$1,618.47
Class III	7	\$1,436.22	\$1,532.97	\$1,558.41	\$1,583.83	\$1,669.37
Business Office/Warehouse	8	\$1,481.94	\$1,583.83	\$1,609.28	\$1,634.72	\$1,720.27
MS/HS Guidance	9	\$1,501.72	\$1,608.53	\$1,641.39	\$1,671.79	\$1,757.29
Student Services Registrar	10	\$1,521.48	\$1,633.19	\$1,673.49	\$1,708.80	\$1,794.35
Curriculum Secretary	11	\$1,541.24	\$1,657.88	\$1,705.59	\$1,745.87	\$1,831.36
	12	\$1,560.96	\$1,682.55	\$1,737.68	\$1,782.90	\$1,868.39
Class IV	13	\$1,580.73	\$1,707.27	\$1,769.80	\$1,819.93	\$1,905.42
Divisional Secretary	14	\$1,600.50	\$1,731.98	\$1,801.86	\$1,856.97	\$1,942.47
Adult Education	15	\$1,620.25	\$1,756.65	\$1,833.95	\$1,894.02	\$1,979.51
Business/Construction	16	\$1,639.98	\$1,781.35	\$1,866.05	\$1,931.04	\$2,016.55
Central Files	17	\$1,659.69	\$1,806.04	\$1,898.19	\$1,968.05	\$2,053.58
Curriculum	18	\$1,679.47	\$1,830.73	\$1,930.24	\$2,005.11	\$2,090.60
Food Service	19	\$1,699.23	\$1,855.41	\$1,962.37	\$2,042.14	\$2,127.66
Media Aide	20	\$1,718.98	\$1,880.11	\$1,994.42	\$2,079.19	\$2,164.68
Health Services	21	\$1,738.72	\$1,904.78	\$2,026.54	\$2,116.21	\$2,201.70
Media	22	\$1,758.49	\$1,929.51	\$2,058.63	\$2,153.25	\$2,238.74
Special Education	23	\$1,778.22	\$1,954.20	\$2,090.79	\$2,190.29	\$2,275.82
Student Services	24	\$1,797.98	\$1,978.89	\$2,122.85	\$2,227.30	\$2,312.81
Switchboard	25	\$1,817.72	\$2,003.57	\$2,154.95	\$2,264.34	\$2,349.85
Title I - Federal Grants						
Transportation						
School Bookkeeper/Treasurer						
School Office Manager						

Class V

ACTED 2 Fin. Specialist Effective January I, 1993 - 3% PERF paid by School Corp.

Human Resources

IDEA Fin. Specialist

Payroll Department Clerk

Secretary to the Exec. Director

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

In order for an employee to be eligible for a retroactive pay raise during the 2022 - 2023 school year, the employee must still be employed on January 1, 2023.

ARTICLE 38 - TERM OF STATEMENT OF POLICY

38.1 This Policy Statement shall supersede any conflicting policies, written and oral, pertaining to full-time clerical personnel employed by the School City of Hammond.

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

38.3 This Statement of Policy shall become effective July 1,2022.

38.4 It shall be understood that the Board shall not make any changes in this Policy Statement without prior negotiations with the Association.

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

38.6 This Policy Statement is attested to by the parties whose signatures appear below.

Hammond School City Office Personnel Association	School City of Hammond Hammond, Indiana
President and Chief Spokesperson	President
Negotiating Team Member	Secretary
Negotiating Team Member	

MEMORANDUM OF UNDERSTANDING

One Time Stipend

The parties hereby agree, in addition to any compensation to which a clerical employee shall be entitled pursuant to the Appendix III - Salary Schedule, a one-time stipend in the amount of \$2,099.67 shall be paid to a clerical employee who was employed by the School City of Hammond and received compensation for ninety (90) days or more during school year 2022-2023, who is still employed by the School City of Hammond as of January 1, 2023. A clerical employee receiving a one-time may take the one-time stipend as a separate check or may direct the money be placed in the clerical employee's Health Savings Account (HSA).