Proposed Amendments

to the

SCHOOL CITY OF HAMMOND HAMMOND, INDIANA

AGREEMENT WITH CRAFT UNIONS

Effective

January 1, 2021 - December 31, 2023

Approved: December 13, 2022

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AGREEMENT

This AGREEMENT is entered into between the Board of School Trustees of the School City of Hammond, Indiana, hereinafter referred to as the EMPLOYER, and the Craft Unions whose signatures appear on the last page of this AGREEMENT, hereinafter referred to as the UNION.

This AGREEMENT between the EMPLOYER and the UNION shall take effect January 1, 2021 and remain in effect until December 31, 2023.

RESPONSIBILITIES AND DUTIES

The term "maintenance employee" shall refer to the employees of the Employer who are covered by the Agreement with Craft Unions. All maintenance employees shall be selected on the basis of qualifications which shall be in the best interests of the Employer. On or before October 10 of each school year, employees may sign and deliver to the employer an assignment authorizing payroll deductions of union membership dues.

Final approval for employment, leave of absence or discharge shall be the sole responsibility of the Employer.

The responsibilities of the maintenance employees shall be determined by the Director of Maintenance and Crafts. The term "Director of Maintenance and Crafts" as used in this contract shall also include an administrator designated as a supervisor of.

The Employer shall have the right to require a medical or psychological examination of any employee to determine if employment should be continued. The Employer shall have the right to designate a qualified, licensed practitioner to conduct such examinations and will pay the cost of the same.

NEW EMPLOYEES

A physical examination by a physician, to be designated and to be paid for by the Employer, shall be required of each applicant for full-time employment. No applicant for full-time employment shall be assigned to any work or duties in connection with the operations of the Employer, until a report from the examining physician showing satisfactory health status has been received. All medical examinations and tests required by State law shall be required.

All new full-time employees shall be paid at the regular rate of pay for the position to which they are assigned. All new full-time employees shall serve a probationary period of ninety (90) calendar days. A probationary employee will be paid on the basis of days actually worked. He or she will not receive pay for holidays or sick days during this probationary period.

Date of employee's approval for permanent employment by the Employer shall be considered the basis for seniority. Employees who have left the employment of the Employer, and who have later been re-employed, shall be considered as new employees.

PERMANENT EMPLOYEES

It is the intention of the Employer to carry a year-round crew of maintenance employees. These employees shall be regarded as permanent employees.

TEMPORARY EMPLOYEES

It is recognized by the parties that it may sometimes be necessary to hire temporary employees to replace employees who are absent, on short-term paid leave, and for other short-term employment. Temporary employees will not be hired to replace employees whose sick days have been exhausted. Temporary employees will be paid at the current outside rate. Temporary employees will be paid for days actually worked. Temporary employees will receive the contribution to the "Welfare" fund of the appropriate craft union (see HEALTH AND WELFARE), but will not receive pay for sick days or other short-term paid leave. For temporary employees who are not eligible for membership in the Public Employees Retirement Fund, the Employer will make the appropriate contributions to the proper pension fund of the respective craft unions. When a temporary employee is needed, the Employer will contact the Business Representative of the appropriate craft union.

WORK YEAR

The work year shall be from July 1 to June 30.

WORKING HOURS

The standard working hours of maintenance employees shall be forty (40) hours per week; eight (8) hours per day; from Monday through Friday; from 7:00 a.m. to 3:30 p.m., with one-half (½) hour lunch. These hours may be changed only by the mutual agreement of the parties.

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

AFTERNOON SHIFT

(Effective September 14, 1995)

Because of the nature of their work and the materials with which they work, it is agreed that painters may be assigned to an afternoon shift. A second shift may be established for other maintenance employees when it becomes necessary because the work cannot be accomplished during the standard work day. Shift work for other maintenance employees shall be by mutual consent between the Employer and the union Business Representative.

Employees required to work the afternoon shift shall be notified not less than forty-eight (48) hours prior to the start of the shift. The afternoon shift shall run a minimum of five (5) consecutive work days. The afternoon shift shall work seven and one-half (7-1/2) hours and receive eight (8) hours pay at one hundred ten percent (110%) of the day shift rate plus eight (8) hours benefits. Standard working hours for the afternoon shift shall be Monday through Friday, from 3:00 p.m. to 11:00 p.m. with a one-half (½) hour lunch break. These hours may

be changed only by mutual agreement of the Employer and the respective union Business Representative.

When two or more employees of a given craft are required, one employee of that craft on the afternoon shift shall be designated as foreman and shall be paid one hundred ten percent (110%) of the day shift foreman rate plus eight (8) hours benefits. For safety, there shall be a minimum of two (2) employees per project.

The parties agree to reopen negotiations on this Section during the life of the Agreement upon the request of either the Employer or the Union.

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 the base wage for overtime. Pay for overtime shall not be approved unless prior written approval is given by the appropriate supervisor designated by the Employer or in cases of emergencies prior oral approval is given by the appropriate supervisor designated by the Employer.

Employees shall be paid a minimum of two (2) hours of pay at time and one half for each call back. To be classified as call-back service there must be a break between the period for which the employee was called back and the employee's regular shift.

<u>Base Wage for Overtime:</u> In some years, increase in the Health and Welfare Fund rates were deducted from what would otherwise have been the percentage of increase in hourly wages. In other years, the increase in Health and Welfare rates were in addition to the percentage of increase in hourly wages. Effective January 1, 1991, the parties agree to establish a separate "Base Wage for Overtime" so that increases in the Health and Welfare Fund rates would not necessarily adversely affect the rate of pay for overtime for which the Employer makes no contribution to the respective Health and Welfare Funds.

FOREMEN

Where two or more employees of the Union are employed, one shall be designated as foreman. An employee designated as foreman shall receive the foreman's rate of pay for the particular craft union of which he or she is a member. When the employee designated as foreman is absent from his assigned duties for two (2) hours or more, an employee shall be designated as temporary foreman. All foremen shall be responsible to the Director of Maintenance and Crafts and his or her designated assistants.

CAUSE FOR DISCIPLINE UP TO AND INCLUDING DISCHARGE

A maintenance employee may be disciplined for just and good cause, up to but not including discharge, by the Director of Maintenance and Crafts. Just and good cause shall be defined by, but by no means limited to the following:

1. An employee who fails to report for work and who fails to notify his or her appropriate supervisor.

2. An employee who does not follow the directions of his or her appropriate supervisor.

The Board of School Trustees as the Employer reserves the right to discharge any employee for just and good cause. The Employer reserves the right to transfer, promote or demote any employee. Such action will be taken without discrimination or influence. An employee shall be entitled to have present a representative of his or her union when disciplinary action is being considered.

EVALUATIONS

All Maintenance employees may be evaluated by the appropriate supervisor designated by the Employer. Every employee shall have the right to inspect his or her evaluation and request and receive a conference with the evaluator for the purpose of discussing the evaluation.

PAID HOLIDAYS

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

New Year's Eve Fourth of July
New Year's Day Labor Day
Martin Luther King Day Thanksgiving

Martin Luther King Day
President's Day

Day After Thanksgiving

Day

Good Friday Christmas Eve
Memorial Day Christmas Day

Juneteenth

When Christmas Eve and New Year's Eve fall on a Saturday or Sunday, and when Christmas Day and New Year's Day fall on a Saturday and are observed on Friday, an additional day off will be scheduled during the winter recess.

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

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

An employee who is required to work on a holiday shall be paid his/her regular holiday pay in addition to his/her regular rate of pay for hours worked.

VACATIONS

Vacations shall be on an annual basis and may be taken at any time provided that a written request is presented by the employee at least two (2) weeks in advance of desired vacation time to the Director of Maintenance and Crafts. Permission shall be granted according to date of request and scheduling of the Director of Maintenance and Crafts.

Vacation time is not cumulative. Vacation time must be used during the work year after the June 30th date which determines the amount of the employee's vacation time. At the discretion

of the Director of Maintenance and Crafts an employee may be required 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 that June 30th date.

All permanent employees who have been employed by the Employer not less than six (6) continuous months as of June 30th of any year shall be granted one (1) weeks vacation (five [5] working days) with pay during the next work year.

A permanent employee who on June 30th of any year has been employed by the Employer not less than ten (10) continuous months shall be granted two (2) weeks vacation (ten [10] working days) with pay during the next work year.

A permanent employee who on June 30th of any year has been employed by the Employer not less than seven (7) continuous years shall be granted three (3) weeks vacation (fifteen [15] working days) with pay during the next work year.

A permanent employee who on June 30th of any year has been employed by the Employer not less than fifteen (15) continuous years shall be granted four (4) weeks vacation (twenty [20] working days) with pay during the next work year.

A permanent employee who on June 30th of any year has been employed by the Employer not less than twenty (20) continuous years shall be granted five (5) weeks vacation (twenty-five [25] working days) with pay during the next work year.

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

ABSENCES

A. Personal Illness Leave

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

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

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

Classified personnel anticipating a prolonged illness must notify in writing the Director of Maintenance and Crafts as soon as possible of the anticipated length of illness and the probable date of return to work.

Employees who are about to exhaust accumulated personal illness days because of extended illness must follow the procedure in PROCEDURE FOR LEAVE OF ABSENCE. Failure to follow such procedure within thirty (30) days after the exhaustion of accumulated personal illness days shall result in termination of employment and loss of all fringe benefits.

The Employer reserves the right to demand a physician's certificate for verification of illness of a craft employee who is absent more than three (3) days. The Employer also reserves the right to demand a medical examination of any craft employee when it deems such an examination necessary.

[Effective July 1, 2022 through June 30, 2023] If a craft employee is directed by the administration to quarantine, and following the CDC and SCH protocols, due to a positive test for Covid-19, due to the craft employee experiencing symptoms of Covid-19 or due to exposure during the craft employee's workday to a student and/or other school personnel that tested positive for Covid-19, the Superintendent shall authorize the craft 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 craft employee is diagnosed with a prolonged illness due to Covid-19, the Superintendent shall have the discretion to allow the craft employee to be absent for an extended period of time without the use of sick leave.

B. Personal Business Absence

Permanent employees 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 by the Director of Maintenance and Crafts. A written request by the employee to the Director of Maintenance and Crafts shall be made at least forty-eight (48) hours prior to such time requested and the reasons completely and adequately stated. The Director of Maintenance and Crafts has the right to refuse any request for personal business leave.

In cases of extreme emergency the requirement of the forty-eight (48) hour prior notice will not be necessary.

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

C. Family Illness Absence

Permanent employees 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 when their presence is necessary. The employee shall report the name of the family member, his relationship to the employee, the nature of the illness, and why his presence was necessary. The term "immediate family" shall be defined as: wife, husband, mother, father, sister, brother, son, daughter, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other blood relatives permanently residing in the home of the employee.

In the event emergency conditions arise, an extension of family illness leave may be granted without pay by the Chief Administrator of Operations. In all cases of approved extension a

written application shall be submitted before return stating clearly all details regarding the emergency.

D. Bereavement Leave

In cases of death in the immediate family, a permanent 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. "Immediate family" shall be defined the same as in Paragraph C, FAMILY ILLNESS ABSENCE.

E. Vacation Absence

The procedure and information concerning vacations are found under VACATIONS.

F. Use of Paid Leave Days

Paid leave days shall be taken increments of not less than one quarter (1/4) day.

INJURY DURING COURSE OF EMPLOYMENT

If any employee incurs an injury arising out of and within the scope of employment which incapacitates him or her for work for any period of time the employee may elect to apply any accumulated sick leave during the period of incapacitation. It shall be understood that the amount of compensation paid by the insurance company shall be considered as a part of the payment as against any sick leave which may be accumulated, or to which the employee is entitled.

The payment of sick leave shall be adjusted so that the total amount of compensation paid by the insurance company, plus the amount paid by the school corporation as sick leave, does not exceed the total compensation which would be paid if the employee were on the regular payroll. Such partial payments of sick leave as made shall also be prorated as against the sick leave charges, so that no employee shall be charged for a day of sick leave and receive less than payment for one (1) day of employment.

UNPAID LEAVE PURSUANT TO THE FAMILY AND MEDICAL LEAVE ACT

An employee may be eligible for paid benefits while on unpaid leave of absence for up to twelve (12) weeks pursuant to the Family and Medical Leave Act. An employee who believes he has been denied benefits to which he is entitled under the Family and Medical Leave Act may file a grievance at Stage 2. If the dispute is not resolved at Stage 2, the employee may file a complaint with the U. S. Department of Labor.

PROCEDURE FOR LEAVE OF ABSENCE

Any absence not previously mentioned shall be covered in the following paragraphs. Classified personnel who have been in the employment of the Employer 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 application shall in no way be interpreted as allowing a leave of absence. No leave of absence shall be granted for less than three (3) months nor more than one (1) year. Application for illness leave must be filed within

thirty (30) days after the exhaustion of accumulated personal illness days. Persons receiving leave of absence shall personally pay group insurance premiums while officially on leave.

Written notice to the Superintendent of the employee's intent to return to work must be filed at least sixty (60) days before the date of his or her desired return. Failure to file a notice of intent to return to work shall be interpreted as a resignation. Upon the employee's return, the employee shall present his or her physician's certificate stating the employee is able to resume work. The employee should be reinstated in the first available, comparable opening for which the employee is qualified. The employee shall accept his or her assigned duties after reinstatement, on approval by the Employer.

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

RESIGNATION

Any employee desiring to resign shall file a written letter of resignation with the Employer at least ten (10) working days prior to the effective date of the resignation.

RETIREMENT SEVERANCE PAY

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

- A. A minimum of ten (10) years of full-time continuous employment in the School City of Hammond.
- B. At least fifty (50) years of age.
- C. A written notification of intent to retire must be filed with the employer at least thirty (30) days prior to retirement. Such written notification can only be withdrawn 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 Employer on the recommendation of the Superintendent and upon receipt of such written request.

Severance pay shall be computed as follows:

After 10 years, 25.0% of accumulated sick leave After 11 years, 27.5% of accumulated sick leave After 12 years, 30.0% of accumulated sick leave After 13 years, 32.5% of accumulated sick leave After 14 years, 35.0% of accumulated sick leave After 15 years, 37.5% of accumulated sick leave.

After 40 years, 100% of accumulated sick leave

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

In addition, upon retirement, permanent employees shall receive twenty-five dollars (\$25.00) per day up to a maximum of five thousand dollars (\$5,000.00) for each full day of unused accumulated sick leave in excess of fifty (50) days.

An employee with at least twenty (20) years of experience who, by necessity, exhausts all of his accumulated sick leave due to prolonged illness during the last three (3) years of employment shall be given two thousand dollars (\$2,000.00) as severance pay.

Upon the death of any employee fully eligible for retirement severance pay, said retirement severance pay such employee would have been entitled to receive had he or she survived shall be paid directly, in a lump sum, to the surviving spouse of the deceased, or to the dependent children, or other such dependents as may have been designated by the deceased in writing to the Employer. When no designation has been submitted (and in the absence of surviving spouse or dependent children), payment will be made to the estate of the deceased.

In the event an employee is discharged for improper conduct which constitutes good cause, retirement severance pay shall not be paid. An employee is discharged because of poor work performance or because of reduction in the number of employees in a particular craft, shall be entitled to retirement severance pay as outlined above.

RETIREMENT PLAN

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

The contributions to the 401(a) plan on behalf of a craft employee will vest with that craft employee after the craft 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 calendar year. If at the time the employment relationship with the School City of Hammond is severed an employee has not completed five (5) consecutive years of service, the amount in that employee's account shall revert back to the School City of Hammond.

At the time a craft employee severs his/her employment relationship with the School City of Hammond, the value of all contributions to the craft 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 craft employee would be entitled pursuant to the Retirement Severance Pay section of this Agreement. The annual rate of return shall be determined each July 1 and shall be used for the succeeding twelve (12) month

period. The remaining retirement severance pay shall be paid out pursuant to the Retirement Severance Pay section of this Agreement.

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

RETIREMENT BENEFITS

For the benefit of craft employees of the Employer, participation in retirement benefits is as follows:

1. Public Employees' Retirement Fund or State Pension

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

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

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.

2. Federal Insurance Contributions Act of Social Security

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

HEALTH AND WELFARE

The School City of Hammond shall pay monthly to the regularly and properly constituted authorities of the Health and Welfare fund(s) of the craft union, or unions, a sum of money agreed upon by the parties to this Agreement, (See Appendix I). In the event that an increase in payments to a Health and Welfare fund(s) from the School City of Hammond is requested in writing by the craft union, or unions, involved, the School City shall make payment of the amount in excess of these amounts, pursuant to such request(s) and the wage set forth in Appendix I of the craft employee affected shall be reduced by an amount equal to the excess over these amounts paid by the School City of Hammond to said Health and Welfare fund(s).

All payments to the Health and Welfare fund(s) shall be in addition to the amount paid as wages indicated in Appendix I. Total payments shall never exceed a total of fifty-two (52) weeks per employee or two thousand eighty (2080) hours per employee per year.

[Effective January 1, 2015] A full-time craft 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. Craft 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 craft employee electing to participate in the Single High Deductible Health Plan. The board shall make an annual contribution of \$1500.00 into the Health Savings Account (HSA) on behalf of any craft 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 craft employee electing to participate in the Family High Deductible Health Plan.

As an alternative, any craft union may elect to participate in the School City of Hammond health and life insurance plans.

The life insurance shall be in the amount of fifty thousand dollars (\$50,000) at an annual cost of \$1.00 to the employee. For employees sixty-five (65) years of age or older, this amount shall be reduced in accordance with federal laws and regulations.

PAYROLL DEDUCTION

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

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

- 1. Regional Federal Credit Union
- 2. Tax-sheltered Annuities
- 3. Union Dues
- 4. IRS Section 125 Flexible Benefit Spending Plan

The Employer shall not be held responsible for the lack of deductions or payments.

TAX-SHELTERED ANNUITY PROGRAM

The Employer shall make available to all permanent craft employees at least one (1) tax-sheltered annuity carrier.

LIABILITY INSURANCE

The Employer shall provide, on a fully-paid basis, liability insurance in the amount of one hundred thousand dollars (\$100,000.00) for all full-time permanent craft employees in case of a suit arising from or in the performance of their regularly assigned duties.

GRIEVANCE PROCEDURE

Definitions

A "grievance" is a claim by a party to the Agreement that there has been a violation of this Agreement.

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

General Provisions

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

The interruption of work activities shall be avoided in all phases of the grievance procedure.

Time limits stated in this grievance procedure shall be an absolute maximum. Time limits may be extended only by mutual agreement of the parties.

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

It is the desire of the parties to limit the number of formal grievances filed. Both parties agree to attempt to resolve disputes before they result in formal grievances. Employees shall discuss an alleged violation informally with the Director of Maintenance and Crafts.

Stage 1

In the event no satisfactory agreement is attained at the informal meeting with the Director of Maintenance and Crafts, the union shall state the grievance in writing to the office of the Director of Maintenance and Crafts within fifteen (15) days of the occurrence of the alleged violation. Failure to file a grievance in timely fashion shall result in disqualification of the grievance. The Director of Maintenance and Crafts shall make his decision and written disposition within fifteen (15) days.

Stage 2

If the union is not satisfied with the disposition or lack of disposition of the Director of Maintenance and Crafts, it shall appeal in writing to the office of the Superintendent within five (5) days. The business representative of the craft union representing the grievant may request that business representatives of other craft unions which are a party to this Agreement be present at the meeting with the Superintendent or his designee.

Discharge Hearing

In the event an employee is recommended for discharge by the Director of Maintenance and Crafts and, a grievance alleging that the Employer does not have just and good cause for such discharge must be filed in writing with the Director of Maintenance and Crafts within forty-eight (48) hours, in which case a hearing before the Superintendent or his designee shall be held within seven (7) days.

MISCELLANEOUS

It shall be completely understood that all former policies and agreements between the parties hereto shall be made null and void; that this Agreement shall supersede all previous agreements, written and oral.

By-laws and working rules of each craft union are to be in full force and effect. Copies of these by-laws and working rules shall be on file in the Personnel Office. The craft unions agree that all changes in these by-laws and working rules shall be sent to the School City of Hammond Human Resource Department.

TERM OF AGREEMENT

This Agreement shall become effective January 1, 2021 and shall continue in effect through December 31, 2023. The parties agree to negotiate for each calendar year during the life of this Agreement wages and wage related fringe benefits.

President

UNION:

Carpenters

Labore

Painters

Teamsters

Plumbers

MEMORANDUM OF UNDERSTANDING One Time Stipend

The parties hereby agree, in addition to any compensation to which a craft employee shall be entitled pursuant to the Craft Salary Schedule, a one-time in the amount of \$4,050.77 shall be paid to a craft employee who was employed by the School City of Hammond and received compensation for ninety (90) days or more during school year 2021-2022, who is still employed by the School City of Hammond as of January 1, 2022. A craft employee receiving a **one-time** stipend may take the one-time as a separate check or may direct the money be placed in the craft employee's Health Savings Account (HSA).

President

Maruel Combosin

Secretary

Carpenters

Kewin Boach
Laborers

Painters

Plumbers

Plumbers

Pipefitters

MEMORANDUM OF UNDERSTANDING

The parties hereby agree, the section of the Agreement with Craft Unions titled, New Employees shall be amended to read as follows:

NEW EMPLOYEES

A physical examination by a physician, to be designated and to be paid for by the Employer, shall be requested of each applicant for full-time employment. No applicant for full-time employment shall be assigned to any work or duties in connection with the operations of the Employer, until a report from the examining physician showing satisfactory health status has been received. All medical examinations and tests required by State law shall be required.

All new full-time employees shall be paid at the regular rate of pay for the position to which they are assigned. All new full-time employees shall serve a probationary period of ninety (90) calendar days. A probationary employee will be paid the regular rate of pay pursuant to the Craft Salary Schedule for days actually worked. He or she will not receive pay for holidays or sick days during the probationary period.

Date of the employee's approval for permanent employment by the Employer shall be considered the basis for sonority. Employees who have left the employ of the Employer, and who have later been reemployed, shall be considered as new employees.

President

Date: 4-30-/2

Plumbers

Electricians

UNION:

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Carpentes

Carpentes

Teamsters

Plumbers

Electricians

School City of Hammond Crafts Salary Schedule Effective July I, 2021

| Craft | Hourly Wage | Base Wage For Overtime | SCH Contribution Health & Welfare | Craft Contribution Health & Welfare | Total Contributed for Health & Welfare |
|--------------------------------|-------------|---------------------------|--------------------------------------|---|--|
| Carpenters | \$36.51 | \$37.03 | \$7.17 | \$1.32 | \$8.49 |
| Carpenters Foreman | \$40.40 | \$40.92 | \$7.17 | \$1.32 | \$8.49 |
| Laborers | \$28.57 | \$28.97 | \$7.17 | \$0.40 | \$7.57 |
| Laborers Foreman | \$34.20 | \$34.60 | \$7.17 | \$0.40 | \$7.57 |
| Painters | \$31.45 | \$32.06 | \$7.17 | \$0.61 | \$7.78 |
| Painters Foreman | \$36.17 | \$36.78 | \$7.17 | \$0.61 | \$7.78 |
| Teamsters | \$28.91 | \$28.97 | SCH | \$0.06 | SCH |
| Teamsters Warehouse Foreman | \$36.01 | \$36.78 | SCH | \$0.77 | SCH |
| Plumbers | \$36.89 | \$37.83 | \$7.17 | \$0.94 | \$8.11 |
| Plumbers Foreman | \$40.77 | \$41.72 | \$7.17 | \$0.95 | \$8.12 |
| Electricians | \$35.22 | \$37.83 | \$7.17 | \$2.61 | \$9.78 |
| Electricians Foreman | \$39.11 | \$41.72 | \$7.17 | \$2.61 | \$9.78 |
| Pipefitters | \$36.65 | \$37.49 | \$7.17 | \$1.18 | \$8.35 |
| Pipefitters Foreman | \$40.54 | \$41.38 | \$7.17 | \$1.18 | \$8.35 |
| Coordinator of Maintenance | \$46.69 | \$47.82 | \$7.17 | \$1.13 | \$8.30 |

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

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Union:

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Pipefitters

School City of Hammond Crafts Salary Schodule Effective July 1, 2022

| | | Base Wage | SCH Contribution | Craft Contribution | Total Contributed For |
|-----------------------------|-------------|--------------|------------------|--------------------|-----------------------|
| Craft | Hourly Wage | For Overtime | Health & Welfare | Health & Welfare | Health & Welfare |
| Carpenters | \$37.80 | \$39.12 | \$7.17 | \$1.32 | \$8.49 |
| Carpenters Foreman | \$41.82 | \$43.14 | \$7.17 | \$1.32 | \$8.49 |
| Laborers | \$29.56 | \$29.96 | \$7.17 | \$0.40 | \$7.57 |
| Laborers Foreman | \$35.37 | \$35.77 | \$7.17 | \$0.40 | \$7.57 |
| Painters | \$32.54 | \$33.15 | \$7.17 | \$0.61 | \$7.78 |
| Painters Foreman | \$37.42 | \$38.03 | \$7.17 | \$0.61 | \$7.78 |
| Teamsters | \$29.90 | \$29.96 | SCH | \$0.06 | SCH |
| Teamsters Warehouse Foreman | \$37.26 | \$38.03 | SCH | \$0.77 | SCH |
| Plumbers | \$38.18 | \$39.12 | \$7.17 | \$0.94 | \$8.11 |
| Plumbers Foreman | \$42.19 | \$43.14 | \$7.17 | \$0.95 | \$8.12 |
| Electricians | \$36.51 | \$39.12 | \$7.17 | \$2.61 | \$9.78 |
| Electricians Foreman | \$40.53 | \$43.14 | \$7.17 | \$2.61 | \$9.78 |
| Pipefitters | \$37.94 | \$39.12 | \$7.17 | \$1.18 | \$8.35 |
| Pipefitters Foreman | \$41.96 | \$43.14 | \$7.17 | \$1.18 | \$8.35 |

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 Jan. 1, 2023.

| Employer: | Union: |
|-----------|--------------|
| President | Carpenters |
| Secretary | Laborers |
| | Painters |
| | Teamsters |
| | Phimbers |
| | Electricians |
| | Pipefitters |

School City of Hammond Crafts Salary Schodule Effective January 1,2023

| · | | Base Wage | SCH Contribution | Craft Contribution | Total Contributed For |
|-----------------------------|-------------|--------------|------------------|--------------------|-----------------------|
| Craft | Hourly Wage | For Overtime | Health & Welfare | Health & Welfare | Health & Welfare |
| Carpenters | \$37.80 | \$39.12 | \$7.17 | \$1.32 | \$8.49 |
| Carpenters Foreman | \$41.82 | \$43.14 | \$7.17 | \$1.32 | \$8.49 |
| Laborers | \$29.56 | \$29.96 | \$7.17 | \$0.40 | \$7.57 |
| Laborers Foreman | \$35.37 | \$35.77 | \$7.17 | \$0.40 | \$7.57 |
| Painters | \$32.54 | \$33.15 | \$7.17 | \$0.61 | \$7.78 |
| Painters Foreman | \$37.42 | \$38.03 | \$7.17 | \$0.61 | \$7.78 |
| Teamsters | \$27.79 | \$29.96 | \$7.17 | \$2.17 | \$9.34 |
| Teamsters Warehouse Foreman | \$35.86 | \$38.03 | \$7.17 | \$2.17 | \$9.34 |
| Plumbers | \$38.18 | \$39.12 | \$7.17 | \$0.94 | \$8.11 |
| Plumbers Foreman | \$42.19 | \$43.14 | \$7.17 | \$0.95 | \$8.12 |
| Electricians | \$36.51 | \$39.12 | \$7.17 | \$2.61 | \$9.78 |
| Electricians Foreman | \$40.53 | \$43.14 | \$7.17 | \$2.61 | \$9.78 |
| Pipefitters | \$37.94 | \$39.12 | \$7.17 | \$1.18 | \$8.35 |
| Pipefitters Foreman | \$41.96 | \$43.14 | \$7.17 | \$1.18 | \$8.35 |
| | - | | | | |

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 Jan. 1., 2023.

| Emptoyer: | Caloa: | |
|-----------|--------------|--|
| Provident | Carpenters | |
| Secretary | Laborers | |
| | Painters | |
| | Teamsters | |
| | Plumbers | |
| | Electricians | |
| | Pipefitters | |

TERM OF AGREEMENT

This Agreement shall become effective July 1, 2022, and shall continue in effect through December 31, 2023. The parties agree to negotiate for each calendaryear during the life of this Agreement wages and wage related fringe benefits.

| EMPLOYER: | UNION: |
|-----------|--------------|
| President | Carpenters |
| Secretary | Laborers |
| Date: | Painters |
| | Teamsters |
| | Plumbers |
| | Electricians |
| | Pipefitters |

MEMORANDUM OF UNDERSTANDING One Time Stipend

The parties hereby agree, in addition to any compensation to which a craft employee shall be entitled pursuant to the Craft Sal_{ary} Schedule, a one-time stipend in the amount of \$3,815.48 shall be paid to a craft 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 Janu_{ary} 1, 2022. A craft 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 craft employee's Health Savings Account (HSA).

| EMPLOYER: | UNION: | |
|-----------------------|--------------|---|
| President | Carpenters | _ |
| Secretary | Laborers | |
| Date: December_, 2022 | Painters | |
| | Teamsters | _ |
| | Plumbers | _ |
| | Electricians | |
| | Pipefitters | |