Support Staff Handbook

School City of Hammond Hammond, Indiana

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DEFINITIONS

The term "employee" in all statements and references pertaining to employees and support personnel shall be understood, in this Handbook, to pertain to all support personnel employed by the School City of Hammond, Indiana, on the support personnel salary schedule who are scheduled to work no less than twenty (20) hours per week. The term "Association" shall be understood to pertain to the School City Hammond Support 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.

NEW EMPLOYEES

All new employees shall serve a probationary period of ninety (90) working days during the regular school year. Employees shall not be eligible for short-term leave with pay, including but not limited to sick leave days, or paid holidays during the probationary period. However, upon completion of the probationary period employees will be credited with sick leave days that would have accrued over the ninety (90) working day probationary period. The official employment date shall be the one which appears as the effective date of hire on the School City Official Personnel Report. This effective date marks the beginning of the ninety (90) day probationary period and shall be used in determining seniority.

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.

RESIGNATION

Any employee desiring to resign shall file a written letter of resignation with the Chief Administrator for Human Resources at least ten (10) working days prior to the effective date of the resignation. The employee immediately gives up any seniority rights acquired and all accumulated employee benefits.

CAUSE OF DISCIPLINE UP TO AND INCUDING DISCHARGE

An employee may be disciplined for just cause, up to but not including discharge by the employee's supervisor, director or administrator. Deficiencies should be called to the attention of the employee within a reasonable period of time. The Board of School Trustees reserves the right to discharge an employee for just cause.

LAY OFF PROCEDURE

No less than two (2) weeks', or ten (10) working days' notice will be provided in case of layoff.

In the event it becomes necessary to lay off support personnel, they shall be laid off on the basis of least seniority within their job description category. They shall be recalled on the basis of greatest seniority to any opening which occurs within their job description category within the twelve-month (12-month) period following their layoff.

ASSOCIATION RIGHTS

The School City of Hammond agrees that it will not discriminate against any non-certified personnel with respect to the terms of employment by reason of membership in the School City of Hammond Support Personnel Association, participation in any reasonable activities of the Association, or institution of any grievance.

Authorized representatives of the Association shall have the right to schedule meetings in school buildings before or after the regular school day upon submitting the proper form. Appropriate bulletin board space and mailboxes shall be made available for the use of Association business.

Copies of the Board agenda and Board minutes will be made available at the Association's request.

Matters of common concern to the parties of this agreement, not specifically covered in this agreement, shall be subject to discussion.

WORKING CONDITIONS

Support personnel shall not be required to be in their building earlier than ten (10) minutes before their scheduled workday begins.

The daily schedule for support personnel and the length of the workday will be set forth in Administrative Regulation 4305. Employees will be scheduled for an orientation day at the beginning of the school year.

Support personnel shall have at least thirty (30) minutes duty free for lunch each day. Other than in the case of an emergency, a fifteen-minute (15-minute) break will be arranged.

Support personnel shall report all unsafe and hazardous conditions to their principals. These matters shall be reviewed immediately. Support personnel shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health and/or safety. Support personnel shall report cleaning problems to their principals.

MEDICAL OR PSYCHOLOGICAL EXAMINIATIONS

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 to 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.

EVALUATIONS

Support personnel will be evaluated by their supervisor and/or administrator. Deficiencies should be called to the attention of the employee within a reasonable period of time. Support personnel

shall sign the evaluation form after having reviewed the evaluation with the evaluator. If they feel that the evaluation is not just, after a meeting with the evaluator, they 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.

PERSONNEL FILES

The School City of Hammond shall maintain at the Administration Center a single personnel file on each employee.

Upon request an employee shall be given prompt access to the contents of the employee's file.

TRANSFERS

When involuntary transfers are deemed necessary, 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.

Employees who desire to transfer to another position shall file a written request with the Chief Administrator for Human Resources with copies to their principal or director.

SENIORITY

Seniority shall be defined as number of years of continuous service as an employee in the support personnel unit. Leave of absences will not affect seniority.

CLOSING OF BUILDING/ORGANIZATIONAL CHANGES

In the event an entire building is closed, or an organizational change is made which results in the involuntary transfer of support personnel, the employer will work with the Association to make the move as smoothly as possible.

SUBSTITUTES

If a substitute is used by the school when the employee calls off, it is the building administrator's responsibility to secure the substitute.

Non-certified support personnel shall not be required to substitute for certified personnel. However, if an employee obtains a substitute teacher certificate from the Indiana Professional Standards Board the employer may use the employee as a substitute for certified personnel. A support personnel employee that substitutes for a teacher shall receive twenty-five dollars (\$40.00) per day in addition to the employee's regular pay.

EMERGENCY SCHOOL CLOSING

Notification of the closing of schools will be broadcast over WJOB and other area radio stations no later than 7:00 a.m. When the schools and the school offices are officially closed by the employer due to an emergency, all support personnel will be paid for the make-up days.

Employees shall suffer no loss of pay in a given school year due to emergency school closings.

If the emergency arises during school hours, support personnel will be dismissed as soon as it has been established that all students have departed safely from the school property. The support personnel will collect their regular pay for that day.

PAID HOLIDAYS

Employees shall not report to their regular assigned duties and deductions from wages shall not be made on the following holidays, provided the employee works on the last regularly scheduled workday before, and the first regularly scheduled work day after the holiday. Holiday pay will be the daily rate received on these regularly scheduled days.

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Luther King Day
Labor Day
Labor Day
Thanksgiving Day
Christmas Day

In the event students are scheduled to be in attendance on a holiday, that day will not be a paid holiday, and another holiday will be designated as a paid holiday that year. An employee who would otherwise lose a day's pay because he retires prior to such a rescheduled holiday, will be paid for the day at the time of his retirement.

SHORT-TERM LEAVE WITH PAY

Each employee shall be eligible for ten (10) sick days each school year beginning with the 1987-1988 school year. An employee who works less than a full school year shall be eligible for a prorated number of sick days. (Physician's certification may be required when more than four [4] days are used consecutively, or suspicion of abuse exists.)

Up to five (5) days in any given school year may be used for purposes other than personal illness at the discretion of the principal. A principal's refusal to grant such a request may be appealed to the Chief Administrator for Human Resources. Days in excess of five (5) in any given school year for purposes other than personal illness may be granted by the Chief Administrator for Human Resources. Unused sick days shall accumulate. Employees who transfer from a position within a different job category with the Hammond Schools to a position within the support staff bargaining unit will be permitted to transfer accumulated sick leave time.

In cases of death in the immediate family, each employee may be absent with pay not to exceed seven (7) consecutive calendar days immediately following the death. The first three (3) of the five (7) days shall not be charged against the employee's accumulated personal illness days. The term "immediate family" shall be defined as: spouse, mother, father, sister, brother, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and others living in the home of the employee. A request for a variance from the language requiring bereavement leave to be taken immediately following the death of an immediate family member may be granted by the Employer.

Support personnel recognize the fact that a paid vacation is not included in this contract and abuses of sick and leave days used for vacation time may be cause for disciplinary action.

[Effective August 15, 2022 through June 30, 2023] If an 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 employee experiencing symptoms of Covid-19 or due to exposure, during the employee's workday to a student and/or other school personnel that tested positive for Covid-19, the Superintendent shall authorize the 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 employee is diagnosed with a prolonged illness due to Covid-19, the superintendent shall have the discretion to allow the employee to be absent for an extended period of time without the use of sick leave.

UNPAID LEAVES, NON- MEDICAL LEAVE

Employees may request in writing to the Chief Administrator for Human Resources with copies to their principal or director, a leave of absence. A leave of absence may be as short as thirty (30) days but not longer than one (1) calendar year. Employees may continue their insurance coverage while on leave of absence by informing the Insurance Department in writing and forwarding premiums.

PERSONAL ILLNESS

Employees anticipating a prolonged illness must notify in writing their immediate supervisor, principal or director as soon as possible of the anticipated length of illness and 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 *Medical Leaves of Absence*.

MEDICAL LEAVES OF ABSENCE

Employees who are about to exhaust accumulated personal illness days because of extended illness must follow these procedures. 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.

A written application for medical leave must be filed with the Chief Administrator for Human Resources. Application for medical leave must be filed after the exhaustion of accumulated personal illness days. Medical insurance and life insurance for the employee may continue during a medical leave provided the employee pays the full cost (100%) of the group insurance premiums while on leave.

CHILDHOOD ILLNESS

Employees 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 written evidence thereof. Doctor's verification must be provided to the Chief Administrator for Human Resources. A doctor's verification is not necessary if the school nurse or the building administration sent the employee home because of a childhood communicable disease.

PARENTAL LEAVE

An employee who becomes pregnant shall notify the Chief Administrator for Human Resources 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. Medical insurance and life insurance for the employee may continue during a parental leave provided the employee makes arrangements to personally pay the group insurance premiums while on leave.

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 to work the 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.

FAMILY MEDICAL LEAVE

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 that benefits to which the employee is entitled under the Family and Medical Leave Act have been denied may file a grievance at Step 3. The grievance will not be processed beyond Step 4; however, if the dispute is not resolved at Step 4, the employee may file a complaint with the U. S. Department of Labor.

JURY DUTY

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

HEALTH INSURANCE

Full-time Employees

[Effective January 1, 2021] Each full-time employee (thirty [30] hours per week or more) who is not eligible for health insurance elsewhere, shall be eligible for membership in the School City of Hammond health insurance plan B. A full-time 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 annually toward the cost of participation in a family Plan B (High Deductible Health Plan). Full-time support personnel 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 Savings Account (HSA) on behalf of any support personnel 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 support personnel 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 support staff employee electing to participate in the Family High Deductible Health Plan.

LIFE INSURANCE

The School City of Hammond, on a partially paid basis, shall provide to all support staff employees group term life insurance. Twenty thousand dollars (\$20,000.00) of group term life insurance is provided for all support staff employees. Effective October 1, 1997, twenty eight thousand dollars (\$28,000.00) of group term life insurance is provided for all support staff employees. An accidental death benefit rider in the sum of twenty thousand dollars (\$20,000.00) shall also be provided. Effective October 1, 1997, an accidental death benefit rider in the sum of twenty eight thousand dollars (\$28,000.00) shall also be provided. Employees shall pay one dollar (\$1.00) per year toward the cost of the group term life insurance. For employees sixty-five (65) years of age and older, this amount shall be reduced in accordance with federal laws and regulations.

LIABILITY INSURANCE

The School City of Hammond shall provide, on a fully paid basis, liability insurance in the amount of one hundred thousand dollars (\$100,000.00) for all full-time support personnel in case of a suit arising from or in the proper performance of their regular assigned duties.

PUBIC EMPLOYEES' RETIREMENT FUND

Effective January 1, 1996, all employees shall become members of the Public Employees' Retirement Fund of Indiana. 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

RETIREMENT SEVERENCE PAY

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

1. A minimum of fifteen (15) years of full-time continuous employment in the School City of Hammond.

- 2. At least fifty (50) years of age.
- 3. A written notification of intent to retire must be filed with the Superintendent at least one (1) year prior to retirement. An exception may be made at the discretion of the Superintendent or the Superintendent's designee.

Severance pay shall be computed as follows:

Employees shall receive ten dollars (\$10.00) per day for each full day of unused accumulated sick leave. For purposes of this paragraph a "day" for support personnel shall be based upon the number of hours an employee is scheduled to work each day at the time of his/her retirement.

Upon the death of any employee fully eligible for retirement severance pay, the severance pay to which the employee would have been entitled shall be paid directly, in a lump sum, to person(s) designated by the deceased in writing to the Employer. If no beneficiary has been named for severance benefits specifically, the severance benefits will be paid to the beneficiary named on the employee's life insurance policy. If no beneficiary has been 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.

RETIREMENT PLAN

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

The contributions to the 401(a) plan on behalf of an employee will vest with that employee after the employee completes five (5) consecutive years of service with the School City of Hammond. For purposes of this Article, one (1) year of service shall be defined as a minimum of one hundred twenty (120) days worked in a given 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 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 employee's retirement severance pay pursuant to the Retirement Severance Pay section of this Agreement, the employee will receive the 401(a)

amount only.

TAX-SHELTERED ANNUITY

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

PROFESSIONAL LEAVE

Professional leave days may be granted at the discretion of the Chief Administrator for Human Resources for such purposes as attending or participating in educational workshops, seminars, or conferences, or for visitation to other school corporations or educational institutions for the purpose of observing instructional techniques.

The Chief Administrator for Human Resources shall determine whether those professional leave days authorized are to be with pay or without pay.

Requests should be written well in advance, stating the nature of the activity, the dates involved, the place where the activity is to be held, and the value to be derived by the school system

FACULTY MEETINGS

Support personnel shall be included in faculty meetings where information is shared that directly or indirectly affects their jobs.

A support personnel employee that is required by his/her building principal to attend a faculty meeting will be compensated at his/her hourly rate of pay.

JOB DESCRIPTIONS

The parties will agree to a time certain by which all support personnel will have an updated job description.

PAY SCALE

The pay scale of support personnel shall be as set forth in the Appendix to this handbook.

EMPLOYMENT INCREMENTS FOR PERMANENT EMPLOYEES

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

Longevity Increments

Total Years of Service	Increment	
10	\$100	
15	\$200	
20	\$350	
25	\$500	
30	\$800	

All increments shall be paid by a single separate check during the month of January.

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.

BARGAIN PROCEDURES

The parties shall agree to follow these procedures set forth.

Neither party shall have any control over the selection of the bargaining representatives from within or outside the school system.

The parties shall have the authority to make proposals, consider proposals and compromises in the course of bargaining subject to ultimate ratification.

Whenever members of the Association are scheduled to participate in mutually agreed upon collective bargaining sessions during school working hours, they shall suffer no loss of pay.

WORK INTERUPTION

During the period of this contract, the Association, its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall an employee take part in any work interruption, slowdown, stoppage of work including mass sick call boycotts, picketing, or other interruption or interference with the operation of the School City of Hammond Corporation and properties.

Failure or refusal on the part of any employee to comply with any provision of the above shall be cause for whatever disciplinary action, including suspension or discharge, is deemed necessary by the Board.

GRIEVANCE PROCEDURE

A claim by an employee or the Association that there has been an alleged violation, misinterpretation, or misapplication of a specific provision of this Contract, may be processed as a grievance as hereinafter provided.

In the event that an employee believes there is a basis for a grievance, this procedure shall be

initiated in the following manner:

Step 1: Informal Grievance

Within ten (10) working days after the employee believes there is a basis for a grievance, the employee shall approach the immediate supervisor or the supervisor's designee and discuss the matter in the employee's own behalf, either personally or accompanied by an Association representative. A written confirmation of the date of such informal meeting and its topic shall be recorded by both parties when the employee designates that the concern is a possible grievance. The grievance must be filed informally first before it can be filed as a formal grievance.

Step 2: Formal Grievance

If after the informal discussion with the immediate supervisor or the supervisor's designee, a grievance still exists, the employee may within ten (10) days of the informal discussion invoke the formal grievance procedure only through the Association by submitting a written grievance to the principal or the principal's designee indicating the specific article(s) and section(s) violated and the remedy sought, dated and signed by the employee and the Association president. Within five (5) working days of the receipt of the grievance, the principal or the principal's designee shall meet with the grievant and the Association president or the president's designee in an effort to resolve the grievance. The principal or designee shall indicate the disposition of the grievance in writing within

five (5) working days of such meeting and shall furnish a copy thereof to the grievant and the Association president.

Step 3:

If the grievance is not satisfactorily settled at Step 2, the Association may submit the grievance to the Assistant Superintendent of Operations within ten (10) working days of the receipt of the disposition given in Step 2. Within ten (10) working days, the Assistant Superintendent of Operations shall meet with the Association president or the Association president's designee and the grievant. Within five (5) working days of such meeting the Assistant Superintendent of Operations shall indicate the disposition, in writing, and shall furnish a copy thereof to the grievant and Association president.

Step 4:

If the Association is not satisfied with the disposition of the grievance by the Chief Administrator for Human Resources the Association may submit the grievance to the Superintendent within ten (10) working days. The Superintendent or the Superintendent's designee shall make the decision and disposition of the grievance within fifteen (15) days.

Step 5:

If the Association is not satisfied with the disposition made by the Superintendent or the Superintendent's designee, they must submit within ten (10) 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 mediation, arbitration or other procedures.

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.

WORKMEN'S COMPENSATION

The School City of Hammond shall provide Workmen's Compensation Insurance to all full-time support personnel of the School City of Hammond.

Procedures to be followed in case of injury during the regular course of employment are posted in the employee's individual building.

For further information, clarification and understanding as to the employee's benefit, the employee should contact the Chief Administrator for Human Resources, School Business Management. Any accident or injury incurred arising out of and in the course of employment must be reported in writing to the Chief Administrator for Human Resources, School Business Management, within forty-eight (48) hours of employee's accident or injury.

Should report of employee's on-the-job accident or injury not be reported as heretofore set forth, the employee may be considered to have waived the benefits heretofore set forth.

Term of Statement of Policy

This Policy Statement shall supersede any conflicting polices, written and oral, pertaining to support personnel employed by the School City of Hammond.

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.

This Statement of Policy shall become effective December 17, 2019.

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

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.

This Policy Statement is approved by the *Hammond School City Support Personnel Association* and the *School City of Hammond*.

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

Hammond School City Support Personnel Association

President and Chief Spokesperson

School City of Hammond

Hammond, Indiana

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Secretary

APPENDIX B-1

Grievance Report Form – Step 2

School City of Hammond Support Staff Association GRIEVANCE REPORT FORM

Grievance No	_School City of Hammond
School	
Name of Grievant	
Classification	
A. Date Cause of Grievance Occurred B. Statement of Grievance	
C. Section of Handbook Involved_	
D. Relief Sought	
Signature of Grievant	
Signature of SSA Representative	
Date Submitted	
Date Received by Supervisor	
E. Disposition of Supervisor	
Signature of Supervisor	Date
Distribution of form by grievant: 1. 2 copies to Supervisor 2. 1 copy to Support Staff As. 3. 1 copy to Grievant(s)	sociation

APPENDIX B-2

Grievance Report Form – Step 3

School City of Hammond Support Staff Association GRIEVANCE REPORT FORM

Grievance NoS	chool City of Hammond
School	
Name of Grievant	
Classification	
A. Date Cause of Grievance Occurred B. Statement of Grievance	<u>.</u>
C. Section of Handbook Involved	
D. Relief Sought	
Signature of Grievant	
Signature of SSA Representative	
Date Submitted	
Date Received by Personnel Dept. Admin.	
E. Disposition of Personnel Dept. A	dministrator
Signature of Personnel	
Dept. Administrator	Date
Distribution of form by grievant: 1. 2 copies to Supervisor 2. 1 copy to Support Staff Association	ciation

60. 1 copy to Grievant(s)

APPENDIX B-3

Grievance Report Form - Step 4

School City of Hammond Support Staff Association GRIEVANCE REPORT FORM

Grievance No	_School City of Hammond
School	
Name of Grievant	
Classification	
A. Date Cause of Grievance Occurr B. Statement of	ed
C. Section of Handbook Involved	
D. Relief Sought	
Signature of Grievant Signature of SSA Representative	
Date Submitted	
Date Received by Superintendent or De	
E. Disposition of Superintendent	or Designee
Signature of Superintendent or Design	neeDate
Distribution of form by grievant: 1. 2 copies to Supervisor 2. 1 copy to Support Staff Ass 3. 1 copy to Grievant(s)	sociation

APPENDIX B-4

Grievance Report Form - Step 5

School City of Hammond Support Staff Association GRIEVANCE REPORT FORM

Grievance No	School City	of Hammond
School_		

Name of Grievant	
Classification	
A. Date Cause of Grievance Occurred B. Statement of Grievance	
C. Section of Handbook Involved D. Relief Sought	
Signature of Grievant	
Signature of SSA Representative Date Submitted	
Date Received by Board of School Trustees	
E. Disposition of Board of School Trustees	
Signature of Board of School TrusteesDate	

- Distribution of form by grievant:

 1. 2 copies to Supervisor
 2. 1 copy to Support Staff Association
- . 1 copy to Grievant(s)

MEMORANDUM OF UNDERSTANDING Retroactive Pay

The parties hereby agree that retroactive pay shall be paid to those employees or to their beneficiaries who qualify for retroactive pay by being within one of the following classifications:

- 1. Support personnel employees who earned pay subsequent to January 1, 2008, and who are employed as of February 12, 2009, the date of Board approval of the amendments to the Support Staff Handbook.
- 2. Support personnel employees who earned pay subsequent to January 1, 2008, and who terminated employment with the School City of Hammond prior to February 12, 2009, and who qualified for School City of Hammond Retirement Severance Pay pursuant to the Support Staff Handbook.
- 3. Support personnel employees who earned pay subsequent to January 1, 2008, and who died on or before, February 12, 2009.

The retroactive pay specified in number 3 above shall be paid to the beneficiary named on the employee's Public Employees' Retirement Fund account. If no beneficiary has been named on the employee's Public Employees' Retirement Fund account, this pay shall be paid to the employee's estate.

School City of Hammond Hammond, Indiana

President

Secretary

Hammond School City

Support Personnel Association

President

Date: February 12, 2009

The parties hereby agree, if the Employer hires an individual into a position as a long term substitute, that individual will not be entitled to the benefits pursuant to the Support Staff Handbook such as health insurance and short term paid leave. However, if the individual remains in the same position at the start of the school year following his/her initial placement in a position as a long term substitute the position will then become a permanent position. The individual in that position will then be hired as a permanent employee and will receive all of the benefits he/she would be entitled pursuant to the Support Staff Handbook.

School City of Hammond

Hammond, Indiana

President

Secretary

Date: February 12, 2009

Hammond School City

Support Personnel Association

Presiden

The Board of School Trustees for the School City of Hammond and the School City of Hammond Support Personnel Association herby agree, effective for calendar 2016, support personnel that elect to participate in the School City of Hammond health insurance plan shall make the same contribution towards a family plan effective for calendar 2016 as the contributions made for calendar 2015. This applies to both Family Plan A (Traditional PPO Plan) and to the Family Plan B (High Deductible Health Plan).

School City of Hammond Hammond, Indiana

President

Secretary

Date: December 5, 2016

School City of Hammond Support Personnel Association

President

Negotiating Team Member

The Board of School Trustees for the School City of Hammond and the School City of Hammond Support Personnel Association hereby agree, effective for calendar 2017, support personnel that elect to participate in the School City of Hammond health insurance plan shall make the same contribution towards a family plan effective for calendar 2017 as the contributions made for calendar 2016. This applies to both Family Plan A (Traditional PPO Plan) and to the Family Plan B (High Deductible Health Plan).

School City of Hammond Hammond, Indiana

President

Secretary

Date: December 5, 2016

School City of Hammond Support Personnel Association

Presiden

Negotiating Team Member

A support staff 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. For the purpose of compliance with the FMLA leave begins.

Even though the Family and Medical Leave Act requires 1250 hours worked to be eligible for benefits while on an unpaid leave of absence; the Board of School Trustees for the School City of Hammond and the School City of Hammond Support Personnel Association hereby agree, effective January 1, 2017, a support personnel employee may be eligible for FMLA paid benefits while on an unpaid leave of absence for up to twelve (12) weeks if the employee meets the following requirements:

- 1. The support personnel employee must have worked seven (7) consecutive years with the School City of Hammond at the time of the unpaid leave.
- 2. The support personnel employee must have worked at least 1100 hours during the year prior to the unpaid leave of absence.

School City of Hammond Hammond, Indiana

President

Secretary

Date: December 5, 2016

School City of Hammond Support Personnel Association

Presiden

Negotiating Team Member

The parties hereby agree, that if there are emergency eLearning days in a given school year, support staff employees shall be allowed to use up to five (5) paid short-term leave days on emergency eLearning days or support staff employees shall be allowed to make up the emergency eLearning days at the end of the school year. Under no circumstances shall a 185 day work year support staff employee be paid for more than 185 days in a given school year.

School City of Hammond

Hammond, Indiana

President

Secretary

Date: December 17, 2019

Hammond School City

Support Personnel Association

Secretary

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Term of Statement of Policy

This Policy Statement shall supersede any conflicting polices, written and oral, pertaining to support personnel employed by the School City of Hammond.

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.

This Statement of Policy shall become effective December 21, 2021.

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

Questions concerning the appropriateness of the unit covered by this Handbook crassertions 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.

This Policy Statement is approved by the *Hammond School City Support Personnel Association* and the *School City of Hammond*.

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

Hammond School City Support Personnel Association

School City of Hammond Hammond, Indiana

President

Secretary

MEMORANDUM OF UNDERSTANDNG One Time Stipend

The parties hereby agree, in addition to any compensation to which a support staff employee shall be entitled pursuant to the Support Personnel Salary Schedule, a one-time stipend in the amount of \$1,146.62 shall be paid to a support staff 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 sfill employed by the School City of Hammond as of January 1, 2022. A support staff 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 support staff employee's Health Savings Account (HAS).

School City of Hammond

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Hammond, Indiana

Hammond School City

Support Personnel Association

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President

Date: December 21, 2021

The Board of School Trustees of the School City of Hammond and the Hammond School City Support Personnel Association hereby agree that effective January 1, 2022, the following salary schedule shall be in effect for hearing impaired interpreters that have become proficient in ASL (American Sign Language) as determined by the agency with RID (Registry of Interpreters for the Deaf) certification. The agency with RID (Registry of Interpreters for the Deaf) certification shall determine if a hearing-impaired interpreter has met the requirements for the competent level or the proficient level of the salary schedule. The agency with RID (Registry of Interpreters for the Deaf) certification shall be under contact with the School City of Hammond.

Hearing Impaired Interpreters (Proficient in ASL)

Entry Level \$25.32 per hour

Competent Level \$27.88 per hour

Proficient Level \$30.43 per hour

Hearing impaired interpreters that are employed by the School City of Hammond, that are not proficient in ASL (American Sign Language), shall continue to receive present pay rate. It is the intent of the parties to offer ongoing training opportunities for currently employed hearing impaired interpreters. It is the goal of the parties that all hearing impaired interpreters become proficient in ASL (American Sign Language).

School City of Hammond

The Board of School Trustees for the School City of Hammond and the School City of Hammond Support Personnel Association herby agree, effective November 2, 2021, the Substitutes section of the Support Staff Handbook shall be amended to read as follows.

Substitutes

If a substitute is used by the school when the employee calls off, it is the building administrator's responsibility to secure the substitute.

Non-certified support personnel shall not be required to substitute for certified personnel. However, if an employee obtains a substitute teacher certificate from the Indiana Professional Standards Board the employer may use the employee as a substitute for certified personnel.

A support personnel employee that substitutes for a teacher shall receive forty dollars (\$40.00) per day in addition to the employee's regular pay. A support personnel employee that substitutes for a teacher for a half day or less shall receive twenty dollars (\$20.00) in addition to the employee's regular pay.

The School City of Hammond shall pay the application fee for any support personnel employee that applies for a substitute teacher certificate from the Indiana Professional Standards Board.

School City of Hammond

Hammond, Indiana

President

Secretary

November

Hammond School City Support Personnel

President

Secretary

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Support Staff Effective 2022 - 2023 School Year

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STEP	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
1	\$12.50	\$13.00	\$13.50	\$16.27	\$18.70	\$23.95	\$32.52
2	\$12.80	\$13.35	\$14.15	\$17.01	\$19.56	\$24.63	\$33.07
3	\$13.10	\$13.70	\$14.80	\$17.73	\$20.40	\$25.31	\$33.63
4	\$13.40	\$14.05	\$15.45	\$18.46	\$21.26	\$25.99	\$34.19
5	\$13.70	\$14.40	\$16. IO	\$19.19	\$22.11	\$26.66	\$34.76
6	\$14.00	\$14.75	\$16.75	\$19.46	\$22.97	\$27.34	\$35.30
7	\$14.30	\$15.10	\$17.40	\$20.66	\$23.82	\$28.02	\$35.87
8	\$14.60	\$15.45	\$18.05	\$21.39	\$24.67	\$28.70	\$36.42
9	\$14.90	\$15.80	\$18.70	\$22.11	\$25.51	\$29.39	\$37.00
10	\$15.20	\$16.15	\$19.35	\$22.84	\$26.37	\$30.07	\$37.53

Classifications

I Supervision/Recess aide/Breakfast Supervision

II T cacher Aide

Attendance Aide

Special Education

Other Types of Support Personnel

III Paraprofessional Aide

Behavioral Modification (ICBM)

Community Based Coach-Job Coach

Instructional Paraprofessional

Title I

Special Education Paraprofessional

Other Types of Paraprofessional

IV Media Technician Paraprofessional

Security Safety Specialist

Survive Alive

V Language Development Paraprofessional

Plato Independent Paraprofessional

RTI Independent Paraprofessional

Special Education Paraprofessional

Braille-Visually Impaired

EH-Crane Reynolds

Interpreter (Sign Language)

Vocational Special Needs Paraprofessional

VI Suspension/Expulsion Interventionist (SEI)

VII Certified Occupational Therapy Assistant (C.O.T.A)

Licensed Physical Therapy Assistant (L.P.T.A.)

In order for an employee to be eligible for a retroactive pay raise during he 2022-23 school year the employee must still be employed on January 1, 2023.

Term of Statement of Policy

This Policy Statement shall supersede any conflicting polices, written and oral, pertaining to support personnel employed by the School City of Hammond.

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.

This Statement of Policy shall become effective December , 2022.

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

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.

This Policy Statement is approved by the Hammond School City Support Personnel Association and the School City of Hammond.

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

Hammond School City	School City of Hammond	
Support Personnel Association	Hammond, Indiana	
Chains		
President and Chief Spokesperson	President	
Algorit M. M. A.		
	Secretary	

MEMORANDUM OF UNDERSTANDNG One Time Stipend

The parties hereby agree, in addition to any compensation to which a support staff employee shall be entitled pursuant to the Support Personnel Salary Schedule, a one-time stipend in the amount of \$1,046.43 shall be paid to a support staff employee who was employed by the School City of Hammond and received compensation for ninety (90) days or more during the 2022-2023 school year, who is still employed by the School City of Hammond as of January 1, 2023. A support staff employee receiving a one-time may take the one-time stipend as a separate check or may direct the money be placed in the support staff employee's Health Saving Account (HSA).

Hammond School City Support Personnel	School City of Hammond
President	President
	Secretary

The Board of School Trustees of the School City of Hammond and the Hammond School City Support Personnel Association hereby agree that effective January 1,2023, the following salary schedule shall be in effect for hearing impaired interpreters that have become proficient in ASL (American Sign Language) as determined by the agency with RID (Registry of Interpreters for the Deaf) certification. The agency with RID (Registry of Interpreters for the Deaf) certification shall determine if a hearing-impaired interpreter has met the requirements for the competent level or the proficient level of the salary schedule. The agency with RID (Registry of Interpreters for the Deaf) certification shall be under contact with the School City of Hammond.

Hearing Impaired Interpreters (Proficient in ASL)

Entry Level	\$26 .18 per hour
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Competent Level \$28.83 per hour

Proficient Level \$31.46 per hour

Hearing impaired interpreters that are employed by the School City of Hammond that are not proficient in ASL (American Sign Language), shall continue to receive present pay rate. It is the intent of the parties to offer ongoing training opportunities for currently employed hearing impaired interpreters. It is the goal of the parties that all hearing-impaired interpreters become proficient in ASL (American Sign Language).

School City of Hammond
Hammond, IN
School City of Hammond
Support Pe sonnet Association

Negotiating Team Member

December 15, 2022