

Proposed Amendments to
COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE
SCHOOL CITY OF EAST CHICAGO

AND

LOCAL 73
SERVICE EMPLOYEES INTERNATIONAL UNION
Clerical Unit

January 1, 2016 – December 31, 2021

BOARD APPROVED
MAR 12 2018
SCHOOL CITY OF EAST CHICAGO

ARTICLE IV

HOURS OF WORK AND SCHEDULES

Section 1 – Work Day and Work Week

Employees shall be paid for all time worked. For full time employees, the work day will be seven (7) hours. Normally, the work week shall consist of Monday through Friday.

- a. **For pay purposes only, a ten (10) minute grace period will be recognized for clocking in at the beginning of a shift.**

ARTICLE XV

DURATION AND TERMINATION

Section A

The effective date for this Agreement shall be March 12, 2018.

Section B

This agreement shall remain in full force and effect through December 31, 2021.

On or before November 1st of each year during the life of this contract, the parties will meet to negotiate wages and wage related fringe benefits.

This Agreement, made and entered into on this the 12th day of March, 2018, is attested to by the parties whose signatures appear below:

Board of School Trustees:

Service Employees International
Union, Local 73

By: Vaneesa H. Orange
President

By: Gay K. Hunt
Secretary

By: _____
Spokesperson

By: _____

By: _____

By: _____

By: _____

MEMORANDUM OF UNDERSTANDING

The parties agree that employees who were employed by the School City of East Chicago on January 1, 2018, and are still employed on March 12, 2018, the date this Memorandum of Understanding goes into effect, shall receive a one-time stipend of three hundred and sixty-seven dollars (\$367.00)

FOR THE BOARD

FOR THE UNION

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE
SCHOOL CITY OF EAST CHICAGO

AND

LOCAL 73
SERVICE EMPLOYEES INTERNATIONAL UNION
Clerical Unit

January 14, 2016 – December 31, 2018

ARTICLE 1

RECOGNITION AND DEFINITIONS

Section 1 – Recognition

This agreement is entered into between the Board of School Trustees of the School City of East Chicago, Indiana, hereinafter referred to as the Employer, and Local 73 of the Service Employees International Union, hereinafter referred to as the Union. The Employer recognizes and acknowledges that the Union is the sole and exclusive representative of all the employees in all classifications or work covered by this agreement. The Clerical group shall include the Clerical positions cited in the wage rates.

Section 2- Bargaining Unit

The bargaining unit shall consist of Clerical unit employees, excluding substitutes, as defined in Appendix A and B.

Section 3 – Employee

Unless otherwise indicated, the term “employee(s),” when used hereinafter in this Agreement, shall refer to employees in the bargaining unit, and references to a specific gender shall be understood to include both genders. Substitutes shall be excluded from the meaning of “employee(s).”

Section 4 – Board

The term “Board” shall mean the Board of School Trustees of the School City of East Chicago.

Section 5 – Employer

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

Section 6 – Union

The term “Union” shall mean the Local 73, Service Employees International Union.

Section 7 – Dues Check-Off

The Employer will deduct from the employee’s pay dues as designated by the Secretary-Treasurer of Local 73 on the basis of individuality signed deduction authorization cards in form agreed to by the Employer and Union. Deduction from an employee’s pay shall commence with the paycheck for the payroll period in which his/her authorization card is received.

Failure of the employer to make agreed upon deductions will not exempt the member from his/her responsibility of paying his/.her dues within the month they are due. In case earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.

The Union agrees to indemnify and hold the Employer harmless against any liability which may arise by reason of any action taken by the Employer in complying with the provisions of this Section.

Section 8 – Fair Share

Since all employees coming within the bargaining unit of this agreement, whether members of the Union or not, have equal representation by the Union under this agreement, it is considered only fair that each such employee bear his/her share of the cost to the Union of its administration of this agreement. All employees coming within the bargaining unit of this Agreement, whether members of the Union or not, beginning the 30th day following the beginning of such employment or on the effective date of this agreement, whichever is the latter, pay to the Union each month of their employment thereafter, dues and if not a Union member, then as a service charge, an amount equal to the dues uniformly required by all Union members, all as certified in writing by the Secretary-Treasurer of the Union.

Section 9 – COPE

The District, upon receipt of a payroll deduction authorization card signed by the employee, shall deduct from the wages of such employee the amount specified on the card as a regular contribution to the Service Employees International Union Committee on Political Education (SEIU COPE). The District will regularly remit such sums deducted for that purpose to the Union. The employee may, at any time, revoke his/her authorization of the SEIU COPE payroll deduction.

Section 10 – Union Stewards

It is agreed that the Union may establish a reasonable steward system. The Union shall notify the employer in writing of the names of the employees named as stewards. If an administrator schedules a meeting at which the Union Steward is requested to attend, the Union Steward will not lose any pay, or be considered absent, as a result of attending the meeting. The Union agrees that stewards shall perform their duties as expeditiously as possible.

ARTICLE II

EMPLOYMENT PROCEDURES

Section 1- Seniority

Seniority shall be defined as the employee's continuous length of service since his/her last date of hire by the Board of School Trustees. Seniority shall be broken by resignation, termination or failure to report to work from an approved leave of absence without reasonable cause, or failure to report to work from layoff after written notification without reasonable cause.

All decisions which are subject of seniority application will be made based on the most recent seniority list which has been reviewed and approved by the Union.

Section 2- Work Loads and Job Descriptions

The Administration shall endeavor to assign employees a reasonable work load.

There shall be a written job description for each employee classification. Upon request of the Union, the job description for each job within each classification shall be reviewed by a committee of administrators and bargaining unit members appointed by the Union.

Section 3 – Evaluating Service of Employees

If an employee is evaluated, it shall be at least on an annual basis by their immediate supervisor who regularly observes them on the job.

Section 4 – Appeal of an Evaluation

An employee who feels their evaluation is unjust may request a meeting with their immediate supervisor to discuss the evaluation. If the employee is not satisfied with the determination of their immediate supervisor, the employee may request a meeting with the Director of Human Resources to discuss the evaluation.

The employee may submit a written response to the evaluation within thirty (30) calendar days after signing the evaluation. The response will be attached to the evaluation.

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

ARTICLE III

EMPLOYER'S RIGHTS

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

1. Direct the work of its employees;
2. Establish policy;
3. Hire, promote, demote, transfer, assign and retain employees;
4. Suspend or discharge its employees in accordance with any applicable law;
5. Maintain the efficiency of school operations;
6. Relieve its employees from duties because of lack of work or other legitimate reason;
7. Take actions necessary to carry out the mission of the schools as provided by law; and;
8. These actions listed above shall not be done in an arbitrary or capricious manner.

ARTICLE IV

HOURS OF WORK AND SCHEDULES

Section 1 – Work Day and Work Week

Employees shall be paid for all time worked. For full time employees, the work day will be seven (7) hours. Normally, the work week shall consist of Monday through Friday.

Section 2 – Overtime

Hours worked in excess of forty (40) hours per week shall be compensated at the rate of time-and-one-half. No overtime shall be worked without prior approval from their immediate supervisor.

Section 3 – Lunch Periods

Employees shall have a one hour unpaid lunch.

Section 4 – Breaks

Employees shall have two (2) fifteen (15) minute breaks, per day, scheduled by the employer.

ARTICLE V

LEAVES

Section 1 – Paid Leaves

A – Sick Days

1. Sick Days

Sick days shall be taken in segments of one-half of a scheduled work day. Each year a full time employee of the East Chicago Schools shall be eligible to receive full pay for thirteen (13) days of absence due to illness. The rate of accumulation shall be a half (1/2) day of an accumulative sick leave for every two (2) weeks on the payroll, not to exceed thirteen (13) days per school year.

2. Accumulation

Days shall accumulate without limit. The maximum sick days distributed in a given school year shall not exceed thirteen (13).

3. Doctor's Certificate

A statement on the absentee form by the employee specifying the nature of the illness will usually suffice for any absence less than six (6) consecutive work days. A doctor's written statement specifying the nature of the illness and the approval of returning to work will be required for absences of six (6) consecutive days or longer.

B – Personal Business Leave

Two (2) days personal business leave shall be allowed each year. These days are not to be deducted from cumulative sick leave. These days shall be taken in segments of one-half of a scheduled work day. A request for personal leave will not be granted for days before or after recess days without approval from the employee's supervisor. If personal business days are not used, they shall be added to the person's accumulated sick leave days on June 30th of each year.

C – Leave on Account of Injury

If an employee incurs an injury during the course of employment, the employee must fill out an accident report promptly after the employee becomes aware of an injury. If the injury incapacitates him/her from work, it shall be understood that during the first five (5) working days of incapacity the employee shall receive full pay without any reduction or charges against his/her accumulated sick leave. If the Worker's Compensation Board rejects an employee's health claim, the employee will be charged against his/her accumulated sick days. If the employee does not have sick days, the employee shall return all money paid to him/her.

D – Assault and Battery Cases

An employee who is a victim of an assault and battery or other criminal act resulting in injury, while performing the duties of his/her employment, must report the incident to the appropriate authorities and file a police report.

E – Bereavement

An employee is entitled to five (5) working days immediately following the death of a parent, brother, sister, child, step-child, spouse, grandparent, grandchild, mother-in-law, father-in-law, step parent, or person living in the household as a member of the family. These days will not be deducted from sick days, when applicable, and these days are not cumulative. An employee may submit a written request to the Superintendent or the Superintendent's designee to have all or a portion of the bereavement leave delayed for cases of delayed internment or delayed memorial service. A sheet from the funeral director or an obituary will normally suffice for verification of bereavement leave.

F – Abuse of Leave

If there is suspicion of abuse of sick leave or other leave, the administration may require the submission of a physician's statement certifying illness or other evidence substantiating the need for such leave.

G – Donation of Sick Days

Clerical employees may donate up to two (2) sick days in a given year (July 1 – June 30). These days may be donated to any clerical employee who, in the case of their extended illness, has exhausted his/her sick leave days, and personal leave days. Only employees

that work the same amount of hours or more per day and the same amount of pay or more per hour as the employee making the request will be allowed to donate. These days will be donated and taken in full day increments. A request for such donations will be made through the Chief Union Steward. With the consent of the employee making the request, the Union may convey the request, which will include the name of the employee making the request, to the clerical staff, and will circulate the appropriate form among the unit. Completed forms, including the names of the employees donating days and the number of days the employee donated, will be submitted to the Superintendent by the Chief Union Steward. A doctor's certificate will confirm the illness. The maximum number of days that may be donated to the given employee in a given year is the number of days it would take to enable that employee to be eligible for long term disability insurance.

Section 2 – Vacation

Vacation for all bargaining unit Clerical Employees shall be earned and accrued according to the following schedule:

Employees with less than one (1) year of service shall receive one (1) vacation day per month, not to exceed ten (10) days. Employees shall receive these days on July 1, following the date they were hired. This accrued vacation time may then be taken the following fiscal year from the time they were hired.

After one (1) year of continuous service, an employee shall receive two (2) weeks of vacation.

After seven (7) years of continuous service, an employee shall receive three (3) weeks of vacation.

After fifteen (15) years continuous service, an employee shall receive four (4) weeks of vacation.

After twenty (20) years of continuous service, an employee shall receive five (5) weeks of vacation.

Vacations are earned in one fiscal year and taken in the following fiscal year. The school fiscal year begins on July 1st and ends on June 30th. All vacation time earned during a school year not taken the following year will be forfeited.

Vacation is subject to the following limitations;

Each May 1st, the Supervisor/Principal of the building shall circulate a vacation calendar for clerical employees. Employees within each building shall mark on the calendar the days they wish to take as vacation. Vacations will be approved by seniority by June 1st.

Vacation requests by building level bargaining unit employees for vacations which would occur during the academic school year or when students are in session will not be granted. Requests due to unusual circumstances will be considered for approval by the Human Resources Director.

Vacations are to be taken in blocks of at least one week at a time. Individual vacation days may be taken with approval from an employee's supervisor/principal.

Section 3 – Holidays

Bargaining Unit employees shall be granted the following holidays:

Fourth of July

Labor Day

Veterans' Day

Thanksgiving and the Friday after

Martin Luther King Day

Presidents' Day

Good Friday (When it does not fall during Spring Recess)

Memorial Day

Should a holiday fall on a Saturday or Sunday, or should students **be** in attendance on a particular holiday, the employer may select an alternative day to observe the holiday, or the holiday may be deferred and observed as a personal holiday to be used during the calendar year in which it occurs with approval from administration.

Bargaining Unit employees will be off winter recess as designated by the school calendar and spring break as designated by the school calendar with pay.

Section 4 – Unpaid Leaves

Leaves of absence, not to exceed one (1) year, may be granted for reasons listed below. Requests for leaves of absence without pay must be filed in writing with the Superintendent or his designee at least two (2) weeks before the leave is to commence. Requests must state the reason in detail and specify the length of time for which the leave is desired. Employees desiring to modify the length of the approved leave must request the modification prior to the end of the leave requested.

1. Maternity – An employee shall be permitted to work as long as she is able to satisfactorily perform the duties of her position; provided she submits to the Human Resources Director three (3) months prior to the anticipated birth of the child, a doctor's statement certifying satisfactory health and physical condition. Unpaid leaves may commence either before or right after childbirth. **Should an employee have benefit time available, they will be allowed to use said time during a maternity leave.**

2. Military Service – An employee will be permitted to take an unpaid leave of absence due to service in the military or military reserves.
3. Jury Duty – An employee, if required to perform jury duty or subpoenaed as a witness to appear in court, on school city matters, shall receive their regular pay reduced by the amount of per-diem pay received from the court. Legal commitments involved in this section do not cover court appearances where the individual appears in court regarding matters of a personal nature.
4. Union Leave – A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement of the parties. Employees duly elected as delegates of the Union will be allowed time off without pay, to attend State and National conferences, conventions and Stewards training related to the Union. Seniority will be retained during a Union leave of absence. An employee will not accumulate sick or vacation time during a Union leave of absence.
5. Family and Medical Leave Act – An employee may be eligible for paid benefits while on an 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 2, of the grievance procedure. The grievance will not be processed beyond Step 2; however, if the dispute is not resolved at Step 2, the employee may file a complaint with the U.S. Department of Labor.

ARTICLE VI

WAGES AND BENEFITS

Section 1 – Wage Rates

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

Section 2 – Equal Pay

Differences in pay shall not be based upon race, color, religion, sex, sexual orientation, national origin, age, or political beliefs.

Section 3 – Compensation on Temporary Assignment to another Classification and/or Category

An employee who on any given work day is temporarily assigned by the employer to a position in a job classification other than his/her regular job classification for more than three (3)

consecutive working days shall on the fourth (4) consecutive day, each consecutive work day following, and the previous three work days; receive the rate of his/her regular job classification or the rate of the job classification to which he/she has been temporarily assigned, whichever is greater, provided the employee is in fact performing the normal duties of that position.

Clerical employees wishing to assigned to **be** a temporary/substitute position must be qualified; having passed the applicable clerical examination, if any, within one year and must demonstrate the ability to perform the functions of the position as determined by the building principal/supervisor.

Section 4 – Emergency Closing of School

In the case of emergency closing of school due to severe weather conditions or any other emergency, the employees covered by this Contractual Agreement will normally not be expected to report to work if the building administrators are not required to report to work, unless notified otherwise by the Superintendent of Schools.

Employees covered by this Agreement will be paid for days that schools are closed for emergencies provided the employee was scheduled to work that day.

Section 5 – Emergency Reduction of the Normal School Day

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

Section 6 – Delay Days

When the start of the school day is delayed due to an emergency/inclement weather, employees are to report at their regular time unless informed differently by the Superintendent of Schools.

ARTICLE VII

POSTING AND FILLING OF WORK ASSIGNMENTS

Section 1 – Posting of Open Positions

All bargaining unit positions which become vacant shall be posted for seven (7) calendar days. The open position shall be posted in all school buildings on the SEIU bulletin board and a copy sent to the President of the Union or his/her designee. The posting shall include the job duties, qualifications required, classification, location, wage rate, number of hours per day, and the deadline for filing an application. In order to bid on a posted work assignment, an employee must submit a written application to the Human Resources Department during the seven (7) calendar day posting period. The Chief Steward or his/her designee may submit a written application to the Human Resources Department on behalf of an employee who is unable to submit a written application because the employee is on a paid or unpaid leave.

Clerical positions outside of the bargaining unit shall be posted and bargaining unit clerical employees who are qualified are encouraged to apply.

Section 2 – Bidding on Posted Work Assignments

When awarding posted work assignments, when qualifications such as skill and ability as outlined in the job description are equal, and past performance is relatively equal, first consideration shall be given to the applicant with greater seniority.

Section 3 – Change in Work Assignments

When it becomes necessary for the Employer to change an employee's work assignment, the employer shall notify the employee and Division Director as soon as practicable. The movement will not be retaliatory in nature and, if non-disciplinary, there will be no reduction in pay.

Section 4 – Elimination of Work Assignments

In the event it becomes necessary to eliminate a work assignment, the employee whose work assignment is eliminated will have the rights set out in Article XI of the layoff procedure provided the employee whose work assignment was eliminated is qualified to perform the assignment of the bumped employee.

Section 5 – Notice to Union

A list of posted work assignments, along with the name of the employee who was awarded the posted work assignment, will be sent to the Division Director and made available to any employee upon request.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1 – Definitions

A grievance is a claim by one or more employees or the Union of an alleged violation of a specific section of the contractual agreement.

A "day" for the purposes of this grievance procedure shall mean a calendar day.

All time limits contained herein shall be strictly adhered to unless the employer and the Union agree in writing to an extension of time limits. If the employer fails to meet the specified time limits as stated in policy, the Union may proceed to the next step of the grievance procedure. If the grievant or the Union fail to meet the specified time limits as stated in this policy, the grievance shall be deemed abandoned.

Section 2 - Retaliation

The employer and the Union agree that no reprisals will be taken by either party against any party in interest as a result of participation in the grievance procedure.

Section 3 – Back Pay

In any claim for back pay, the employer shall not be required to pay back wages for more than fifteen (15) working days prior to the date the employee first knew or had reason to know of the act or condition upon which the alleged grievance is based in which case the employer shall not be required to pay back wages for more than one hundred twenty (120) calendar days prior to the date the grievance was first presented to the employer.

Section 4 – Procedure

Step 1

In the event an employee believes there is a basis for a grievance, the employee shall, within fifteen (15) working days of the date the employee first knew or had reason to know of the **act or** condition upon which the alleged grievance is based, shall submit the grievance in writing to their principal or to their immediate supervisor within fifteen (15) days after the grievance is submitted, the principal or immediate supervisor shall conduct a meeting at which the grievant may have Union representation, and will render a decision. Failure of the immediate supervisor to render a decision within the time limits shall entitle the grievant to file the grievance at Step 2 without a decision.

Step 2

The Union, on behalf of the grievant, may proceed to Step 2, if not satisfied with the decision of the building principal or immediate supervisor within fifteen (15) days of receiving the decision. In Step 2, the Superintendent or his/her designee, shall conduct a hearing and render a decision within thirty (30) days of the filing of the grievance at Step 2.

Step 3

If the grievant is not satisfied with the grievance answer in Step 2, the Union, on behalf of the grievant, may proceed to Step 3, by submitting such grievances within fifteen (15) days of receiving the answer at Step 2, to the Board of School Trustees. The Board of School Trustees shall conduct a hearing on the grievance within thirty (30) days of the date of the filing of the grievance at Step 3. Within thirty (30) days after hearing the grievance, the Board of School Trustees shall render its decision in writing on the grievance.

Or in the alternative, if the Union is not satisfied with the disposition or lack of disposition of the grievance answer in Step 2, and the Union has not requested a hearing with the Board, the union may submit the grievance to the American Arbitration Association. The Union may give notice of it's intent to do so in writing to the Superintendent within fifteen (15) working days of the receipt of the written disposition by the Superintendent, or, in the event the Superintendent fails to issue a disposition within the time limit, within thirty (30) working days of the submission of the formal written grievance at Step 2.

At any time thereafter, either party may request in writing that the grievance proceed to non-binding arbitration, in which case the moving party shall submit the grievance to non-binding

arbitration by giving notice in writing to the American Arbitration Association with a copy to the other party. The parties agree to abide by the rules of the American Arbitration Association.

Either party may request, no less than twenty (20) working days prior to the non-binding arbitration hearing, a conference which shall be scheduled by agreement of the parties no less than ten (10) working days prior to the non-binding arbitration hearing, the purpose of which shall be:

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

Neither party shall be permitted to assert in the non-binding arbitration hearing any grounds or to introduce into evidence any testimony or exhibits not previously disclosed to the other party at the conference or within a reasonable time thereafter.

Arbitration Provisions

- A. The decision of the arbitrator shall be non-binding on both parties.
- B. The arbitrator shall have no power to make any decision or recommendations inconsistent with the law or the terms and conditions of this agreement. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- C. The fee and expenses of the arbitrator shall be shared by the parties. Each party shall assume the cost of presenting his case before the arbitrator.

ARTICLE IX

DISCIPLINE AND EMPLOYEE RIGHTS

Section 1 – Discipline and Employee Rights

Any administrator, who summons and employee to a conference which could reasonably be expected to result in disciplinary action, shall inform the employee in advance that employee has the right to have a Union representative of his or her choice attend the conference.

If during a conference with an administrator an employee becomes apprehensive that the conference might lead to disciplinary action, the employee may request that the conference be rescheduled when a Union representative may be present.

Section 2 – Notice of Intention

If the Employer feels it necessary to demote, transfer, suspend or terminate an employee covered by this agreement, the Employer agrees to notify the Union representative of Local 73 five (5) working days in advance of such action. This five (5) day provision does not apply if the

violation is of such nature that warrants immediate action. In this case, notification shall be as soon as practicable.

Section 3 – Personnel File

An employee shall be informed and have the right to respond in writing if anything of derogatory nature is to be placed in the employee's personnel file. Such signing of the material shall not be construed to indicate agreement as to the contents of the material. **If** the employee chooses to respond in writing **then** the employee shall do so within thirty (30) calendar days of receipt of the document, and the employee's written response shall be attached to the material and placed in the employee's personnel file. The contents of the personnel file shall not be subject to the grievance procedure; however, in the event of a suspension or discharge, the content of the materials and the written response **may** be introduced into evidence by either party.

Any employee shall be permitted to make arrangements with the Human Resources Director to see, review, and copy any material in the employee's personnel file. The designee and standard school district copy fees will apply. This review should take place within a reasonable period of time from the submission of the written request to the Director of Human Resources.

Section 4 – Non-Discrimination Clause

It is agreed that there shall be no discrimination against employees because of Union affiliation or Union activities or because of, or based upon, race color, religion, sex, age, sexual orientation or national origin.

ARTICLE X

NO WORK STOPPAGE

There shall be no strikes, work stoppages, interruptions or impeding of work. There shall be no lock-outs. No representative of the Employer or the Union shall authorize, instigate, aid, or condone any such activities. No employee shall participate in any such activities.

ARTICLE XI

LAYOFF

Section 1 – Advance Notice of Reduction

Other than for emergencies, the Employer shall notify impacted employees and the Union of an anticipated reduction in force at least thirty (30) days in advance of the effective date. This notification will occur sooner if necessary to comply with legal requirements.

Section 2 – Layoff Clause

Seniority will control when it is necessary to effect a reduction in the clerical unit provided the employees(s) in question, is able to perform the essential functions of the positions.

In the event an employee is displaced due to a reduction in force, the employee shall be able to “bump” the least senior employee in the same category, provided the employee is able to perform the essential functions of the position. If the employee who is being displaced is the least senior employee in his/her category, the employee shall be allowed to “bump” the least senior employee in the next lowest category provided he/she can perform the essential functions of the position and provided he/she have more seniority. The employee who is “bumped” shall have the ability to bump the least senior employee in the next lowest category provided he/she can perform the essential functions of the position and provided he/she has more seniority. The employee who is being displaced shall be laid off. Any employee who is placed into a lower classification shall maintain their original salary or their current salary, whichever is greater, for a period of one (1) year. After which, they shall receive the salary of the position they end up working in.

Should an employee move into a higher rated job classification due to bumping a less senior employee, they will receive the minimum pay for their new position in the seniority chain of the higher rated classification or maintain their current pay, whichever is higher.

In the event that a higher rated employee is bumped into a lower rated classification for which they are qualified for, the affected employee will keep their current rate of pay for one (1) year or take the rate of pay for where they fall in the seniority chain for that classification, whichever is greater.

In the event an employee does not wish to bump into a higher classification, they may sign a waiver stating as such and the bump into a higher classification will move to the next lowest senior employee.

Employees will also have the option to take a voluntary lay off should they desire.

Employees on lay off status shall remain on the recall list for a period of one (1) year. An employee recalled from layoff status shall retain all seniority, and other benefits that the employee had at the time the employee was placed on layoff status. Seniority shall continue during the period the employee is on layoff status.

All vacancies that occur during the period of time while an employee is on layoff status shall be posted and filled as provided for elsewhere in this agreement. After completion of the posting process, employees on layoff status shall be called back in the order of their seniority for open positions provided the employee is able to perform the essential functions of the position.

In the event that a recall is necessary, employees shall be recalled based on seniority from most to least provided they are qualified for the position and can do the essential functions of the job.

Employees in a position receiving compensation for a higher rated position as provided above, shall apply for any higher rated position for which they are qualified when there are openings.

Failure to do so will result in the employee receiving compensation for their current position immediately at the end of the posting period.

A voluntary, temporary substitute pool shall be created using clerical employees who are on layoff. Should a clerical employee be used as a substitute, it will not constitute an extension of their recall period. Clerical employees being used as a substitute shall be compensated at the rate of a number three (3) position. This language does not imply that a substitute has to be hired. It will be at the discretion of the Administration whether a substitute is needed.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1 – Identification Cards

The School City, as soon as possible, shall provide all bargaining unit employees with identification cards which shall be of the type that the employee wears and then can detach and be placed in a wallet or purse for identification purposes. Employees shall be required to wear the same while at work.

Section 2 – Training

A clerical training and testing program will be established by the Administration which will be advised by a joint committee, which will be established to make recommendations regarding training issues and opportunities. Such training may consist of on-line opportunities, trainer/trainee workshops, one-on-one tutoring, or other types of training. Training will be offered on a voluntary basis, usually twice a year; however, job postings may require an applicant to pass an applicable test for the position applied for or having passed an applicable test for the position within a year of the posting. Training opportunities will be made available to all clerical bargaining unit members, schedule permitting; however, training scheduled after the scheduled work day will be voluntary and the employee will not be compensated. Testing opportunities will normally occur after training sessions, and will also be offered other times during the calendar year. Tests will consist of a pass/fail type grading scale unless mutually agreed to by the parties.

The joint committee to be established will consist of usually two to three members chosen by the Administration and usually two to three members chosen by the Union. The committee will usually meet at least twice a year, but may meet additionally if decided by the committee in order to discuss and make recommendations regarding training issues and opportunities. The committee will usually meet after school, and in which case, bargaining unit employees will not be compensated.

Members of the Para-professional bargaining unit may also attend after school training opportunities; however, this training will be voluntary and the employee will not be compensated.

Section 3 – Monthly Meeting

When practicable, the parties shall have a monthly meeting on the first Thursday of each month for the purpose of discussing and resolving mutual concerns.

Section 4 – Access to Telephone

Employees shall have a telephone available to them during their entire work shift for emergency calls only.

Section 5 – Job Description Review

Within sixty (60) days following the ratification of this agreement a committee of four (4) union members and the Human Resources Director or his/her designee shall meet to review all job descriptions. The employers shall take under advisement all recommendations made by the Union committee.

Section 6 – Threats Made Against Employees

The School City of East Chicago shall take appropriate action in any case of threats made against employees.

Section 7 – Access to E-mail Accounts

When practicable, employees may be given a School City of East Chicago e-mail account. This may be dependent on the number of accounts given to the School City of East Chicago by their account provider.

ARTICLE XIII

RETIREMENT BENEFITS

- A. To be eligible for this program, a bargaining unit member may retire from the School City of East Chicago with fifteen (15) years of continuous service, or retire with ten (10) years of continuous service and be 65 years of age or older.
- B. A clerical employee who desires to accept and receive the benefits of this program must notify School City of East Chicago Office of Human Resources, in writing, no later than nine (90) days prior to their retirement.
- C. The retiree will receive a lump sum payment equal to \$300.00 per year for each year of creditable continuous service to School City of East Chicago starting with the first year of continuous service. For clerical employees hired after July 1, 2015, the retiree will receive a lump sum payment equal to \$300.00 per year for each year of creditable continuous service to School City of East Chicago starting with the first year of continuous service within the Clerical Bargaining Unit.
- D. Retirees under this program are entitled to severance pay for unused sick days under the current formula:

$$\frac{K}{600} + \frac{N - 10}{120} \times (\text{last contract annual salary})$$

K = the employee's accumulated sick leave

N = the number of years that the employee has worked in the system. The numerator of the second fraction shall be no less than zero.

E. Payment shall be made within six (6) months of retirement.

F. Life/Health Insurance for Retirees:

1. A qualified employee who retires under this program may continue to participate in the Group Life Insurance Plan by opting for such coverage as dictated by the plan document. Notification shall be made to School City no later than thirty (30) days prior to the retirement date. All costs (the total premium) of the various life insurance premiums shall be paid by the retiree.
2. A qualified employee, who was employed before January 1, 2000, who retires under this program, also retires under a state of Indiana Public Employee Retirement Program **and is under the age of 65**, may continue to participate in the School City of East Chicago's Comprehensive Health Care Plan by opting for such coverage and notifying School City of the exercise of that option no later than June 1, prior to retirement. The Health Insurance Benefit for retirees is extended to include the retiree's spouse at the time of retirement; the retiree and spouse may continue under School City's Comprehensive Health Care Plan until the retiree or spouse qualify for Medicare. Effective January 1, 2016, the School City of East Chicago will contribute \$508.00, per month toward the premium for a clerical unit employee participating in the Plan A, Single Health Insurance plan. Effective January 1, 2016, the School City of East Chicago will contribute \$1,481.00, per month toward the premium for a clerical unit employee participating in the Plan A, Family Health Insurance Plan. Effective January 1, 2016, the School City of East Chicago will contribute \$483.00, per month toward the premium for a clerical unit employee participating in the Plan B, single Health Insurance plan. Effective January 1, 2016, the School City of East Chicago will contribute \$1,303.00, per month toward the premium for a clerical unit employee participating in the Plan B, Family Health Insurance plan. Effective January 1, 2016, the School City of East Chicago will contribute \$405.00, per month toward the premium for a clerical unit employee participating in the Plan C, single Health Insurance plan. Effective January 1, 2016, the School City of East Chicago will contribute \$1,093.00, per month toward the premium for a clerical unit employee participating in the Plan C, Family Health Insurance plan. The Comprehensive Health Care Plan is available only to the retiree and to the spouse to whom the retiree is married to at the time of retirement, and, no additional participants may be added thereafter. Divorce of the retiree terminates coverage for the spouse. Death of the retiree terminates coverage for the spouse one (1) year after the date of the retiree's death. If the retiree or spouse is employed and the retiree or spouse's employer offers medical insurance coverage, the School City's Plan is supplementary to the retiree or spouse's insurance coverage.

G. Survivor Benefits

1. Upon the death of a qualified employee with vested rights in this retirement program, the unpaid benefits to which the qualified employee would have been entitled to receive under this program shall be paid in the following order:
 - a) The designated beneficiary of the qualified employee filed with the Office of Financial Resources;
 - b) To the surviving spouse, if no designated beneficiary;
 - c) To the surviving children, if no designated beneficiary or surviving spouse;
 - d) To the decedent's estate if no designated beneficiary, surviving spouse, or surviving children;
 - e) Proof of marital status or relationship shall be furnished by anyone claiming payment under subsections **b** and **c** above.
2. Re-employment: A retiree in this category who is rehired by the School City of East Chicago must repay all retirement benefits received from the School City of East Chicago, including the total cost for health insurance premiums paid during retirement by the School City, during retirement.

- H. The Insurance Committee of the School City of East Chicago reserves the right to terminate, suspend, discontinue, or amend the Retirement Benefits at any time and for any reason.

ARTICLE XIV
HEALTH INSURANCE/ LIFE INSURANCE

A. Health/Dental/Vision Insurance

Commencing January 1, 2013, the changes to the School City of East Chicago's Medical Plan as set forth in the plan Document and Summary Plan Description of the Group Health Plan for the Employees of the School City of East Chicago, will be in effect. Effective January 1, 2016, the School City of East Chicago will contribute \$508.00, per month toward the premium for a clerical unit employee participating in the Plan A, Single Health Insurance plan. Effective January 1, 2016, the School City of East Chicago will contribute \$1,481.00, per month toward the premium for a clerical unit employee participating in the Plan A, Family Health Insurance Plan. Effective January 1, 2016, the School City of East Chicago will contribute \$483.00, per month toward the premium for a clerical unit employee participating in the Plan B, single Health Insurance plan. Effective January 1, 2016, the School City of East Chicago will contribute \$1,303.00, per month toward the premium for a clerical unit employee participating in the Plan B, Family Health Insurance plan. Effective January 1, 2016, the School City of East Chicago will contribute \$405.00, per month toward the premium for a clerical unit employee participating in the Plan C, single Health Insurance plan. Effective January 1, 2016, the School City of East Chicago will contribute \$1,093.00, per month toward the premium for a clerical unit employee participating in the Plan C, Family Health Insurance plan.

B. Life Insurance

1. The Board shall provide to each employee life insurance and long term disability insurance at a cost to the employee of one dollar (\$1.00) per year.
2. The Board shall also offer, at the total cost of the employee, a Supplemental Life Insurance in accordance with the tables provided by the Insurance Company.

C. Long Term Disability

Effective November 5, 2013, benefits for the Long-Term Disability Insurance at a rate of $66 \frac{2}{3}$ % of the clerical employee's basic monthly earnings will begin to accrue after ninety (90) calendar days of disability and be payable to age 65.

ARTICLE XIV
SAVINGS CLAUSE

Section 1 – Legal Savings Clause

Should any Article, Section, or Clause of this agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law, but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted Article, Section, or Clause. Should any Article, Section, or Clause similar to one contained in this agreement be declared illegal by a court of competent jurisdiction, the Parties will meet to negotiate on changes necessary to make the Article, Section, or Clause legal.

ARTICLE XIV
COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to wages, hours of employment and other related conditions of employment, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this agreement, shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement; unless the parties, by supplemental written agreement hereto, mutually agree to conduct additional successor Agreement not the bargaining of wages, hours of employment and other related conditions of employment for new positions within the bargaining unit.

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

ARTICLE XV
DURATION AND TERMINATION

Section A

The effective date for this Agreement shall be January 14, 2016.

Section B

This agreement shall remain in full force and effect through December 31, 2018.

On or before November 1 of each year that this agreement is in effect, the parties shall meet to discuss wages and wage related fringe benefits.

This Agreement, made and entered into on this the 14th day of January, 2016, is attested to by the parties whose signatures appear below:

Board of School Trustees:

Service Employees International
Union, Local 73

By: 
President

By: 
Secretary

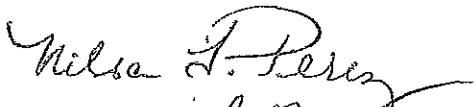

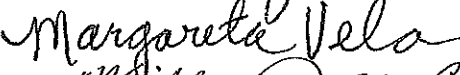


By: _____
Spokesperson

By: 

By: 

By: 

By: 

APPENDIX A
SALARY SCHEDULE

Effective July 1, 2014

For employees not listed in Appendix C

<u>TITLE</u>	<u>BASE SALARY</u>	<u>MAXIMUM SALARY</u>
ADMINISTRATIVE SECREATARY II	\$29,264.00	\$37,264.00
DIRECTOR'S SECRETARY I	\$26,612.00	\$34,612.00
DIRECTOR'S SECRETARY II	\$23,432.00	\$31,432.00
DIRECTOR'S SECRETARY III	\$22,371.00	\$30,371.00
PRINCIPAL'S SECRETARY I	\$23,432.00	\$31,432.00
PRINCIPAL'S CLERK II	\$19,190.00	\$27,190.00
PRINCIPAL'S CLERK III	\$18,130.00	\$26,130.00
DATA CLERK	\$19,190.00	\$27,190.00
MAIL/COPY ROOM/SWITCHBOARD	\$18,130.00	\$26,130.00

There will be a \$400.00 per year step increase for a maximum of twenty years. Any percent raises are calculated on an employee's base salary.

SALARY SCHEDULE

Effective July 1, 2015

For employees not listed in appendix C.

<u>TITLE</u>	<u>BASE SALARY</u>	<u>MAXIMUM SALARY</u>
ADMINISTRATIVE SECREATARY II	\$29,849.00	\$37,849.00

DIRECTOR'S SECRETARY I	\$27,144.00	\$35,144.00
DIRECTOR'S SECRETARY II	\$23,901.00	\$31,901.00
DIRECTOR'S SECRETARY III	\$22,818.00	\$30,818.00
PRINCIPAL'S SECRETARY I	\$23,901.00	\$31,901.00
PRINCIPAL'S CLERK II	\$19,574.00	\$27,574.00
PRINCIPAL'S CLERK III	\$18,493.00	\$26,493.00
DATA CLERK	\$19,573.00	\$27,573.00
MAIL/COPY ROOM/SWITCHBOARD	\$18,492.00	\$26,492.00

There will be a \$400.00 per year step increase for a maximum of twenty years. Any percent raises are calculated on an employee's base salary.

APPENDIX B

BARGAINING UNIT

Building Level Clerical Employees

Special Ed. Dept. Clerical Employees

Athletic Dept. Clerical Employees

Maintenance Department Clerical Employees

Transportation Clerical Employees

Central Office Clerical Employees except as noted below:

Superintendent Secretaries

Assistant Superintendents' Secretaries

Human Resources Department Secretaries

Business Office Secretaries

Payroll Department Secretaries

APPENDIX C

The employees listed below shall receive the respective salaries for the attached years.

	PAID	Effective	Effective
	<u>2014</u>	7/1/14	7/1/15
<u>NAME</u>	<u>SALARY</u>	<u>+ 1%</u>	<u>1% + 2%</u>
Alcaraz Ruth	22,149.30	\$22,371	22,818
Barney Sharroun	19,000.12	\$19,190	19,574
Battle Sheila	27,000.12	\$27,270	27,816
Bigham Diane	36,973.87	\$37,344	38,090
Blasingame Carol	23,199.70	\$23,432	23,900
Camacho Miriam	17,950.73	\$18,130	18,493
Cartagena Maria	30,799.70	\$31,108	31,730
Damjanovich			
Lizbeth	38,581.92	\$38,968	39,747
Foster Alice	20,200.12	\$20,402	20,810
Guillen Ruby	17,950.73	\$18,130	18,493
Hernandez			
Ramona	26,399.70	\$26,664	27,197
Hylek Donna	19,150.73	\$19,342	19,729
Justiano			
Rosalinda	25,199.70	\$25,452	25,961
Leal Martha	36,173.87	\$36,536	37,266
Luna Patricia	24,549.30	\$24,795	25,291
McClain Willie	31,199.70	\$31,512	32,142
Mendoza Perez			
Laura	23,999.70	\$24,240	24,724
Montalvo Lydia	18,350.73	\$18,534	18,905
Morales Angeles	17,950.73	\$18,130	18,493
Murry Tia	28,973.87	\$29,264	29,849
Nunez Maria	19,800.12	\$19,998	20,398
Panousis Connie	24,399.70	\$24,644	25,137
Perez Luz	26,348.88	\$26,612	27,145
Perez Nilsa	34,348.88	\$34,692	35,386
Piskol Dorothy	17,950.73	\$18,130	18,493
Richard Hilda	29,349.30	\$29,643	30,236
Rivas Elba	19,000.12	\$19,190	19,574
Scott Christine	20,350.73	\$20,554	20,965
Sendejas Lydia	19,400.12	\$19,594	19,986

Torres Susan	25,950.73	\$26,210	26,734
Truttlng			
Charmaine	20,200.12	\$20,402	20,810
Valdez Graciela	19,150.73	\$19,342	19,729
Vela Margarita	23,199.70	\$23,432	23,900
Warner Joy	27,183.18	\$27,455	28,004

Employees listed who were employed at the time the raises went into effect (July 1, 2014 and July 1, 2015), and are still employed as of January 14, 2016, shall receive retroactive pay representing the increases in their salaries.

MEMORANDUM OF UNDERSTANDING

The parties agree that bargaining unit clerical employees who were employed on July 1, 2014, and are employed, January 16, 2016, shall receive a one-time stipend of \$350.00 to cover the cost increases of the insurance.


FOR THE BOARD

FOR THE UNION

1/14/16
Date

Recommendation to the Board of School Trustees

Article XIII, Section H, of the Collective Bargaining Agreement between the School City of East Chicago and Local #73 of Service Employees International, Clerical Unit, states:

- **The Insurance Committee of the School City of East Chicago reserves the right to terminate, suspend, discontinue, or amend the Retirement Benefits at any time and for any reason.**

The insurance committee met on Wednesday, May 25, 2016, and recommends to the Board of School Trustees that Article XIII, Section H, be amended to the following:

- **A clerk retiring under this Section H may continue the coverage of health insurance by continuing to pay the entire monthly premium required each month until the retiree qualifies for Medicare. Once the retiree qualifies for Medicare, if the retiree's spouse is not yet eligible for Medicare, the retiree may continue to pay the entire monthly premium required each month for the spouse, until the spouse qualifies for Medicare. When the retired clerk or any one insured under the retired clerk's family plan becomes eligible for Medicare, School City medical plan terminates for that person.**

This amendment is effective immediately upon board approval.

6/2/2016

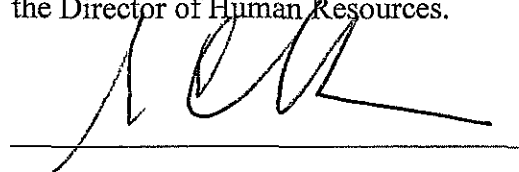
BOARD APPROVED

JUN 13 2016 *he*

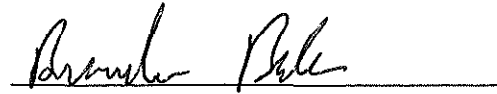
SCHOOL CITY OF EAST CHICAGO

MEMORANDUM OF UNDERSTANDING

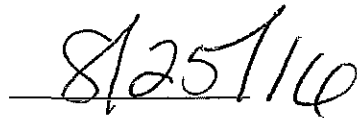
An employee who successfully bids on a position shall have a ninety (90) day trial period to exhibit that they can successfully fulfill the requirements of the position. This shall be at the discretion of the Director of Human Resources.



FOR THE BOARD



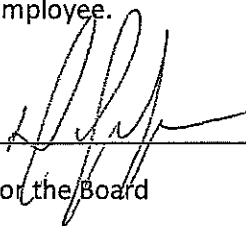
FOR THE UNION



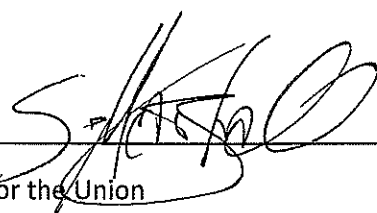
Date

MEMORANDUM OF UNDERSTANDING

As a clarification of current contract language: A clerical employee who accepts a higher rated position shall be compensated at the step of the salary schedule which would result in a salary increase for the employee.



For the Board



For the Union

Date: 8/25/16