

**SCHOOL CITY OF HAMMOND
HAMMOND, INDIANA**

**AGREEMENT WITH
REGISTERED NURSES/HEALTH AIDES**

**Effective
January 1, 2021 - December 31, 2023**

Approved: January 24, 2023

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Article 1

Recognition and Definitions

(1) Section A - Recognition

This Agreement is entered into between the Board of School Trustees of the School City of Hammond, hereinafter referred to as the Board, and the SEIU Healthcare, United for Quality Care SEIU Healthcare Illinois and Indiana, CTW, CLC, hereinafter referred to as the Union. The Employer recognized the Union as the exclusive bargaining representative of the employees in the bargaining unit. Accordingly, the Union makes this Agreement in its capacity as the exclusive bargaining representative of all employees in the bargaining unit. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Employer of this Agreement. As a representative of the employees, the Union may process grievances through the grievance procedure in accordance with this Agreement or adjust, modify, or settle the same.

It is recognized that there is a need for regular dialogue and communication between the Union and the Employer. Upon the request of either party, representatives of the Union and the Employer shall arrange reasonable meeting times and places to discuss matters of mutual concern.

(1) Section B – Definitions

1. **Bargaining Unit.** The bargaining unit shall consist of all employees in the position of registered nurses and health aides employed by the Board, excluding the Supervisor of Health Services, any school nurse currently in the teachers' bargaining unit represented by the Hammond Teachers' Federation, Local 394, American Federation of Teachers and substitute nurses.
2. **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)."
3. **Health Aide.** The term "health aide" shall refer to employees within the bargaining unit that are required to maintain certification as an E.M.T. (Emergency Medical Technician), Qualified Medical Assistant, or L.P.N. (Licensed Practical Nurse).
4. **Building Health Aide.** A health aide assigned to a health office in a school building(s) that provides services for the entire student population of that building.
5. **One on One Health Aide.** A health aide assigned to provide services for an individual special needs student.
6. **Board.** The term "Board" shall mean the Board of School Trustees of the School City of Hammond.

7. **Employer.** The term “Employer” shall mean the Board, administrators, supervisors, and other person(s) authorized to act on behalf of the Board in dealing with its employees.
8. **Union.** The term “Union” shall mean SEIU Healthcare, United for Quality Care SEIU Healthcare Illinois and Indiana, CTW, CLC.
9. **Union Representative.** The term “Union Representative” shall mean a representative or agent of the Union.
10. **Unit Seniority.** The term “unit seniority” shall be defined as the length of continuous service within the bargaining unit including periods while on paid leave, unpaid leave of absence and periods of layoff, commencing with the first day of work as a member of the bargaining unit. For a period of ninety (90) working days, if an employee is assigned to the position of Supervisor of Health Services, the Employer may reassign the employee to his/her former position. If during this ninety (90) working day period, the employee is reassigned to his/her former position within the bargaining unit, the employee’s unit seniority shall not be interrupted.
11. **Classification Seniority.** The term “classification seniority” shall be defined as the length of service within the job classification “registered nurse” or within the job classification “health aide,” including periods while on an unpaid leave of absence and periods of layoff, commencing with the first day of work within the job classification provided that continuous service within the bargaining unit had not been broken. An employee may hold seniority in both job classifications but may accumulate seniority in only one job classification at a time. For a period of ninety (90) working days, if an employee is assigned to the position of Supervisor of Health Services, the Employer may reassign the employee to his/her former position. If during this ninety (90) working day period, the employee is reassigned to his/her former position within the bargaining unit, the employee’s classification seniority shall not be interrupted.
12. **Probationary Employee.** Any employee new to the bargaining unit and any employee rehired after a break in continuous service shall be a probationary employee during his/her first ninety (90) work days of employment commencing with the first day of work within the bargaining unit. Other than sick leave days, an employee shall not be eligible for short-term leave with pay or paid holidays during the probationary period. During the probationary period an employee shall be allowed to use up to five (5) sick leave days from the employee’s allotted sick leave. During this ninety (90) work day probationary period such employee may be disciplined, suspended, or discharged as exclusively determined by the employer. During this probationary period such employee shall have no recourse to the grievance procedure.
13. **Day(s).** The term “day(s)” when used in this Agreement, shall refer to calendar day(s), unless the language specifically states “working day(s)”. The term “working day(s)” when used in this Agreement, during the period of time covered by the official school calendar, shall refer to day(s) when employees are scheduled to be in attendance. During the period of time not covered by the official school calendar, “working day(s)” shall mean a week day and shall exclude Saturday, Sunday, and legal holidays.

14. **Parties.** The term “parties” shall mean the Board and the Union.

15. **School.** The term “School” shall mean any work location to which an employee may be assigned

Article 2

Union Dues/Fair Share Representation Fee

(2) Section A - Authorization Cards Required

The employer will deduct dues, assessments and initiation fees each as designated by the Union, as membership dues in the Union, on the basis of individually signed voluntary authorization cards in the forms agreed to by the Employer and the Union.

(2) Section B - When Deduction Begins

Deduction from an employee’s pay shall commence with the paycheck for the payroll period in which his/her authorization card is received and will be automatically continued until cancelled.

(2) Section C – Cancellations

Authorization for deduction of dues from pay may be cancelled by an employee upon written notice to the Employer’s Payroll Office.

(2) Section D - Fair Share Representation Fee

1. The Board and the Union agree that all members of the bargaining unit who are not also members of the Union have an obligation to pay a fair share fee to the Union, in an amount equal to the membership dues of the Union.

This obligation applies to persons who become members of the bargaining unit during the duration of this contract as well as to persons who are members of the bargaining unit on the effective date of this contract.

2. As soon as practical in each year of the Agreement, the Union shall provide the Employer with a list of bargaining unit members who are not also Union members, and the Employer shall deliver a payroll deduction form to each employee whose name appears on this list.

3. Persons who refuse to sign a payroll deduction form or who revoke an executed form have a continuing enforceable obligation to pay the representation fee directly to the Union.

4. The Union recognizes that no member of the bargaining unit may be forced to pay fees to the Union unrelated to collective bargaining, contract administration, and grievance adjustment or unrelated to its duties as exclusive bargaining representative. Consequently, the Union has adopted an internal Union remedy, providing for a pro rated refund of such

unrelated fees to persons who so request.

5. 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 Article.
6. The authorization for payroll deduction of Union fair share fees shall be on a continuing basis unless revoked, in writing, by the employee. Any adjustment in the Union fair share fees in subsequent years for employees having already signed the payroll deduction form will be supplied by the Union on or before June 1 of each year.

Article 3

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; and;
7. Take actions necessary to carry out the mission of the schools as provided by law.

Article 4

Employee and Union Rights

(4) Section A

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

(4) Section B

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

(4) Section C

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

(4) Section D - Union Access

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

(4) Section E - Use of Schools

The Union shall have the right to use school buildings for meetings before or after the regular school day. Requests for the use of a school building shall be cleared in advance with the Building Principal.

(4) Section F - Employee Mailboxes

An employee shall be provided a mailbox at each school to which the employee is assigned. The Union shall have access to employee mailboxes for the purpose of communicating with employees.

(4) Section G - Due Process- Suspension

The suspension without pay of an employee retained by the employer after the completion of the ninety (90) working day probationary period shall be for just cause only.

A non-probationary employee may file a grievance commencing at Step 2 within fourteen (14) calendar days after receipt of a written notice of an unpaid suspension. If a non-probationary employee is suspended without pay, and the Union is not satisfied with the disposition of the grievance at Step 2, the Union may submit the grievance to Step 3 (Arbitration) of the grievance procedure within ten (10) working days of receipt of the written disposition at Step 2.

(4) Section H - Due Process- Discharge

The discharge of an employee retained by the employer after the completion of the ninety (90) working day probationary period shall be for just cause only.

A non-probationary employee may file a grievance commencing at Step 2 within fourteen (14) calendar days after receipt of written notice that the employer intends to recommend that he/she be discharged. If a non-probationary employee is recommended for discharge, and the Union is not satisfied with the disposition of the grievance at Step 2, the Union may submit the grievance to Step 3 (Arbitration) of the grievance procedure within ten (10) working days of receipt of the written disposition at Step 2.

(4) Section I - Representation

If an employee is to be disciplined or reprimanded by the Employer, he/she shall have the right to have a union representative present.

(4) Section J - Personnel File

An employee shall have the right to be informed and respond in writing if anything of a derogatory nature is to be placed in the employee's personnel file. If the employee chooses to respond in writing, the employee shall do so within thirty (30) calendar days 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 at any step of the grievance procedure.

An employee shall be permitted to make arrangements with the Supervisor of Health Services to see and duplicate any material in his/her personnel file except information secured in the course of employing the employee and material specifically excluded by law. The review shall be conducted in the presence of the Supervisor of Health Services or his/her designee.

Article 5

Evaluations

The Supervisor of Health Services or his/her designee shall be responsible for evaluating all employees. The Supervisor of Health Services or his/her designee may seek input from a building principal where an employee is assigned prior to completing an employee's evaluation. A copy of the evaluation, signed by the Supervisor of Health Services or his/her designee, shall be given to the employee. The employee shall have the right to a conference for the purpose of discussing the evaluation. The employee will sign and date the evaluation to indicate that he/she has been given a copy of the evaluation. If the employee chooses to submit a written response, he/she shall do so within thirty (30) calendar days after signing the evaluation. An evaluation and the employee's written response to an evaluation shall not be subject to the grievance procedure; however, in the

event of a suspension or discharge, the content of the employee's evaluation and the employee's written response may be introduced into evidence at any step of the grievance procedure.

Article 6

Layoff-Recall

In the event it becomes necessary to lay off nurses, they shall be laid off on the basis of least amount of years of service as a nurse with the School City of Hammond. Years of service shall include both years as a bargaining unit member and as a nurse covered by the Master Contract between the Hammond Teachers' Federation and the Board of School Trustees of the School City of Hammond. No less than sixty (60) calendar days notice will be provided. Employees shall be recalled on the basis of greatest amount of years of service as a nurse with the School City of Hammond.

In the event it becomes necessary to lay off health aides, they shall be laid off on the basis of least classification seniority within the job classification of health aide. No less than sixty (60) calendar days notice will be provided. Health aides shall be recalled on the basis of greatest classification seniority in the job classification of health aide.

Laid off employees shall have the right to remain on the recall list for a period of two (2) years. An employee will be notified of recall by certified mail, return receipt requested, at the employee's address of record. An employee will have fourteen (14) calendar days to accept a position. An employee who refuses a position shall be removed from the recall list and the employment relationship shall be terminated. The employer's notice of recall shall be considered refused if it is returned marked "Not deliverable as addressed – unable to forward" or words to that effect.

Article 7

Working Conditions

(7) Section A - Work Day

[Effective April 10, 2006] The work day begins ten (10) minutes before the students' official day begins. Employees may normally leave school when they have fulfilled their professional responsibilities, but not sooner than ten (10) minutes after the students' official day ends. Employees recognize their professional responsibilities to the students and their profession require the performance of duties that involve the expenditure of time beyond that of the normal work day.

(7) Section B - Work Year

The work year shall consist of 185 working days. The school calendar shall include 180 student attendance days.

(7) Section C - Meetings

All faculty meetings shall be held either immediately before or immediately after the students' official day. Other meetings may be called when necessary by giving forty-eight (48) hours' notice, except in emergencies. All meetings shall be well planned and should normally not last for more than one (1) hour.

(7) Section D - Paid Lunch Period

Each employee shall receive a duty-free lunch period of not less than thirty (30) minutes. Other than in the case of an emergency, an employee shall have the right to leave the school during his/her lunch period.

In the event that a health aide (one on one) is unable to receive a duty-free lunch period, the thirty minute period shall be considered work time, and the health aide shall be compensated.

(7) Section E - Training and Professional Growth

The Board and Union mutually recognize the importance of cooperative effort in the implementation of programs mandated by state and federal legislation. The Employer will continue to assist nurses through in-service presentations and individualized assistance, as needs are identified. The parties agree that when new health related programs are developed, they should not be implemented until affected employees have been informed and have received in-service training. The Union will continue to be supportive of such efforts.

All professional employees are encouraged to continue professional growth. There are a variety of ways in which professional growth takes place. Local seminars, university courses, workshops, travel, and reading are some of the ways.

Not less than two thousand dollars (\$2,000.00) shall be budgeted annually to provide nurses with opportunities for professional development. This shall be in addition to any substitute costs.

Not less than two thousand dollars (\$2,000.00) shall be budgeted annually to provide health aides with opportunities for professional development. The budgeted amount for professional development may also be used to reimburse employees for costs associated with obtaining recertification. This shall be in addition to any substitute costs.

(7) Section F - Certification

Each individual employee is responsible for securing appropriate certification in accordance with Indiana licensing standards and for seeing that licenses are current and renewed when due.

(7) Section G – Medical and Psychological Examination

The Supervisor of Health Services 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 Union, 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.

(7) Section H- Supplies and Equipment

Each employee shall be informed each school year of the monies available to him/her for supplies and equipment.

(7) Section I

The Board agrees to provide each employee with material required in daily nursing responsibility, a key to each health services area in which he/she functions, adequate storage space for materials required in daily nursing responsibility, and lockable space for personal items.

(7) Section J

Employees are expected to comply with rules, regulations, and directions adopted by the Employer which are not inconsistent with the provisions of this Agreement; however, employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their well-being. Employees shall report unsafe or hazardous conditions to their principal. The principal shall review such matters immediately. Employees shall also report perceived deficits in cleanliness and/or hygiene in the assigned school to their principal.

(7) Section K – Flu Vaccines

In the event that the School City of Hammond offers flu vaccines to other employee groups not covered by this Agreement, the registered nurses and health aides shall be offered flu vaccines at no charge.

7) Section L – Part Time Schedule

At the discretion of the Director of Health Services, a health aide may be allowed to work a part-time schedule if the part-time schedule is required to allow the health aide to take classes towards obtaining a Registered Nursing degree. The pay and benefits of a part-time health aide will be prorated.

If a health aide is allowed to work part-time to attend classes toward a Registered Nursing degree, the health aide will be required to work one year as a Registered Nurse with the School City of Hammond for each year the health aide was allowed a part-time schedule in order to attend classes.

(7)

(7) Section M – Preceptor Pay

Employees shall receive a stipend of \$450.00 per semester from the School City of Hammond for actual service as a preceptor for a first year registered nurse or health aide.

Article 8

Working Assignments

Prior to the beginning of each school year, the Supervisor of Health Services shall establish the working assignment of each employee. An employee shall be notified of any changes as to which school he/she will be assigned on each day of the week (Monday through Friday). After the working assignments have been established, any remaining open positions shall be posted for a period of five (5) working days. If two (2) or more nurses who are equally qualified apply for an open nurse's position, the applicant with the greatest amount of years of service as a nurse with the School City of Hammond shall be awarded the open position. Years of service shall include both years as a bargaining unit member and as a nurse covered by the Master Contract between the Hammond Teachers' Federation and the Board of School Trustees. If two (2) or more health aides who are equally qualified apply for an open health aide position, the applicant with the greatest classification seniority within the job classification of health aide shall be awarded the open position. If a position becomes open after the first day of school in a given school year, the positions may be filled temporarily for the remainder of the school year.

Article 9

Emergency Closing of Schools

If it is announced by the Superintendent or his designee, that the schools shall be closed, employees shall not be required to be on duty and shall be paid for the day in question. If the emergency arises during school hours, employees will be dismissed as soon as it has been established that all students have departed safely from the school property. Employees shall assist in assuring the safe and immediate departure of students.

Should a canceled student instructional day be rescheduled, each employee shall work on the rescheduled day without additional compensation.

Article 10

Consolidation or Restructuring of Schools

(10) Section A – Nurses

In the event it becomes necessary to reassign nurses as a result of the consolidation or restructuring of schools, the nurses in the affected school building(s) with the greatest classification seniority within the job classification of registered nurse shall have first choice of the remaining nursing positions in the consolidated or restructured school building(s). If there are not enough positions in the consolidated or restructured school building(s) for all of the nurses, the nurse with the least classification seniority shall have the right to bump the nurse in the school corporation with the least classification seniority within the job classification of registered nurse. For purposes of this section, classification seniority shall include years of service as both a bargaining unit member and as a nurse covered by the Master Contract between the Hammond Teachers' Federation and the Board of School Trustees of the School City of Hammond.

(10) Section B – Health Aides

In the event it becomes necessary to reassign building health aides as a result of the consolidation or restructuring of schools, the building health aides in the affected school building(s) with the greatest classification seniority within the job classification of health aide shall have first choice of the remaining building health aide positions in the consolidated or restructured school building(s). If there are not enough positions in the consolidated or restructured school building(s) for all of the building health aides, the building health aide with the least classification seniority shall have the right to bump the building health aide in the school corporation with the least classification seniority within the job classification of health aide.

In the event it becomes necessary to reassign one on one health aides as a result of the consolidation or restructuring of schools, the one on one health aides shall remain with the individual special needs student to which they are assigned.

In the event it becomes necessary to lay off health aide(s) as a result of the consolidation or restructuring of schools, the language of Article 6, Layoff and Recall shall apply.

Article 11

Paid Leaves

(11) Section A - Sick Leave [Effective the school year 2006-2007]

1. Each employee shall be entitled to ten (10) sick leave days per each year without loss of pay, such leave to be cumulative from year to year without limit.

2. An employee on paid sick leave anticipating a prolonged illness shall report the anticipated length of the illness and the possible date for returning to work to the employer.
3. An employee absent from work because of a childhood communicable disease (except the common cold) contracted in the course of employment shall suffer no reduction of thereof compensation and shall not be charged with sick leave, upon submission of evidence.

[Effective July, 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 or due to exposure, during the employee' 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 he 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.

(11) Section B - Family Illness Leave [Effective the school year 2006-2007]

A registered nurse will be allowed up to five (5) days family illness leave per school year (not cumulative and not deducted from accumulated sick leave) in case of serious illness, major surgery, or serious accident involving a member of the immediate family. A health aide will be allowed to use up to five (5) sick leave days per school year (deducted from accumulated sick leave) in case of serious illness, major surgery, or serious accident involving a member of the immediate family. The term “immediate family,” for this purpose, shall be defined as: spouse, children, parents, grandparents, mother-in-law, father-in-law, brothers, sisters, or other persons living in the same household as the employee. In the event emergency conditions arise, an extension of family illness leave may be granted without pay by the Superintendent. Each employee shall report the reasons for family illness leave on the Employee Absence Report upon return from leave.

(11) Section C - Personal Business Leave [Effective the school year 2006-2007]

1. A registered nurse will be allowed up to three (3) days personal business leave per year in order to conduct business which cannot be conducted outside of normal working hours. A health aide will be allowed up to two (2) days of personal business leave per year in order to conduct business which cannot be conducted outside of normal working hours. At the end of the school year, unused personal business leave days shall accumulate as sick leave.
2. An employee must submit a written request for use of personal business leave at least twenty-four (24) hours in advance. When an emergency prevents compliance with this policy an Employee Absence Report must be completed on the day the employee returns to work. Personal business leave shall be taken in segments of one-half (½) scheduled working day. Personal business leave days should not be used for the purpose of extending vacations.

(11) Section D - Bereavement Leave [Effective January 1, 2020]

In the case of death in the immediate family, an employee shall be allowed five (5) consecutive calendar days without loss of pay to be taken immediately following the death. A variance in the starting date of the bereavement leave may be granted at the discretion of the Employer. The term “immediate family,” for this purpose of this Section shall be defined as: spouse, child, parent, grandparent, grandchild, sister, brother, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and other persons living in the same household as the employee. Bereavement leave days shall not be charged against the employee’s accumulated sick leave and such bereavement leave days shall not be cumulative. Additional leave without pay may be granted by the Employer depending upon travel and other circumstances.

A one-day (1-day) leave may be granted for the funeral of a person other than a member of the immediate family. Application for such leave shall be made at least twenty-four (24) hours before taking such leave. An employee shall be limited to one (1) leave for the funeral for other than a member of the immediate family per school year.

(11) Section E - Jury Duty

An employee, if required to perform jury duty or subpoenaed as a witness to appear in court, 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 such as plaintiff/petitioner, or a respondent in a civil action resulting in a judgement against the employee, or as a defendant in a criminal action resulting in a conviction.

(11) Section F - Professional Leave

1. Professional leave days may be granted at the discretion of the Superintendent 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 clinical techniques.
2. Professional leave day(s) granted on a scheduled work day(s) shall be without loss of pay to the employee.
3. Employees requesting professional leave days should make their requests in writing 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.

(11) Section G

In all cases involving the annual allotment of paid leave (sick leave, family illness, personal business, etc.) employees that work less than full-time and those employees who commence employment after the opening day of the regular school year shall be granted a proportionate allotment of such leave.

(11) Section H - Abuse of leave

If sick leave use has been frequent, or there is suspicion of abuse of sick leave, personal business 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.

Article 12

Unpaid Leaves

(12) Section A - General Leave Provisions

The Superintendent may at his discretion, upon the presentation of good and sufficient reason, recommend an unpaid leave of absence, not to exceed one (1) year, for any employee. 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. Notification of intent to return to service must be given at least 30 calendar days prior to the expiration of the leave for all leaves in excess of six (6) months. Failure to give such notice may result in forfeiture of employment.

(12) Section B - Personal Illness

An unpaid leave of absence may be granted for personal illness which has been certified by a physician. If two (2) weeks advance notice is not possible, the request should be sent as early as possible.

(12) Section C - Parental Leave

1. Pregnancy leave will commence as of the date the employee's doctor decides that the employee should no longer work. If two (2) weeks advance notice is not possible, the request should be sent as early as possible. The employer may grant an extension of a leave of more than one year leave in conjunction with a pregnancy.
2. Adoptive leave will be granted to employees requesting such leave of absence. Employees applying for adoptive leave shall, upon initial application for adoption, notify the Assistant Superintendent of Operations, in writing, of their intent. The period of leave shall commence when the child is physically turned over to the employee.

(12) Section D - Graduate Studies

Employees may be granted a leave of absence without pay to pursue graduate studies. Application should be made in writing to the Superintendent.

(12) Section E - Military Leave

Military leave shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States. Such leave shall also be granted to any employee who shall be recalled to active duty from military reserve or National Guard status. If National Guard or Reserve encampment or a period of active training due to emergency situations should occur during the school year, the employee required to participate shall be granted a temporary leave of absence.

(12) Section F - Family and Medical Leave Act

An employee may be eligible for paid benefits while on unpaid leave of absence for up to twelve (12) weeks pursuant to the Family and Medical Leave Act. An employee who believes 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. 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.

(12) Section G - Benefits While on Leave

While on official unpaid leave of absence, an employee shall not be eligible for benefits, such as sick leave, family illness leave, personal business leave, bereavement leave, or jury pay; however, if the employee was participating in the group health insurance plan prior to the leave, he/she shall be eligible to continue his/her participation in the group health insurance plan, at the group rate, at his/her own expense.

(12) Section H - Return from leave

Upon return from leave, an employee will be assigned to the same position if available, or if not, to a substantially equivalent position provided he is not affected by a layoff pursuant to Article 6.

Article 13

Professional Compensation

(13) Section A

The basic salaries of registered nurses covered by this Agreement are set forth in Appendix A.

The basic salaries of health aides covered by this Agreement are set forth in Appendix B.

(13) Section B

Basic salaries for registered nurses shall be paid in twenty-six (26) payments in a given calendar year.

Basic salaries for health aides shall be paid in twenty-two (22) payments in a given calendar year.

(13) Section C - Public Employees' Retirement Fund

The Board shall pay directly to the Indiana Public Employees' Retirement Fund each employee's three percent (3%) contribution to the fund.

(13) Section D - Summer School

All summer positions shall be offered to school nurses, both bargaining unit members and those covered by the Master Contract between the Hammond Teachers' Federation and the Board of School Trustees of the School City of Hammond, first to those with the most years of service as a nurse with the School City of Hammond on a rotational basis summer by summer.

(13) Section E

The Superintendent may approve additional compensation for individual employees who have been authorized by the Superintendent to perform additional work assignments.

(13) Section F - Payroll Deductions

Payroll deductions for nurses are limited to the following:

Federal Income Tax	Union Dues
Social Security Tax	Union Representation Fee
Indiana & Illinois Income Tax	Credit Union
Public Employees' Retirement Fund	United Way/Hammond Education Foundation
Hospitalization & Medical Insurance	Committee on Political Education (C.O.P.E.)

Other deductions may be made as required by law or as mutually agreed to by the parties.

Employees may authorize deductions for tax sheltered annuities during open enrollment periods of the carrier companies involved.

(13) Section G – Placement on the Salary Schedule

Effective January 1, 2019, experience credit on the registered nurses' salary schedule may be granted at the rate one year of outside experience equaling one year of experience on the registered nurses salary schedule.

A registered nurse who serves as a substitute in a given position in excess of fifteen (15) days, commencing with the sixteenth (16th) day, will be paid at the rate of pay dictated by the salary schedule in Appendix A. An employee who serves one hundred twenty (120)

working days or more in a given school year will receive credit for a year of service on the salary schedule. Service of less than one hundred twenty (120) working days, but at least sixty (60) working days in a given school year, shall be combined with the service of a like amount in a subsequent year to constitute credit for a year of service on the salary schedule.

(13) Section H

An employee must be in the employ of the School City of Hammond on the day the Board approves a retroactive salary increase in order to be eligible for the retroactive raise.

Section I

Effective January 1, 2023, when, due to the absence of a registered nurse, a health aide is assigned to a registered nurse position on a temporary basis, after performing the normal duties of that position for five (5) consecutive days, the health aide will be paid a stipend in the amount of \$25.00 per day in addition to the health aide's regular rate of pay.

Article 14

Insurance

(14) Section A - Health Insurance

The Board, on a partially paid basis, shall provide a single membership in the School City of Hammond's health insurance plan for all full-time employees.

[Effective January 1, 2021] A full-time registered nurse electing to participate in the School City of Hammond health insurance plan shall pay \$1,200.00 annually toward the cost of participation in a single plan B (High Deductible Health Plan) or \$3,600.00 annually toward the cost of participation in a family plan. Registered nurses 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 registered nurse electing to participate in the Single High Deductible Health Plan. The Board shall make an annual contribution of \$1500.00 into the Health Savings Account (HSA) on behalf of any registered nurse 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 full-time registered nurse electing to participate in the Family High Deductible Health Plan.

[Effective January 1, 2022] A full-time health aide 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). A full-time health aide electing to participate in a family membership in the School City of Hammond health insurance plan shall pay \$3,600.00 annually toward the cost of participation in a family plan B (High

Deductible Health Plan). Full-time Health aides 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 full-time health aide 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 full-time health aide 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 full-time health aide electing to participate in the Family High Deductible Health Plan.

The employee shall be responsible for the completion of all necessary enrollment cards and keeping enrollment information up to date. A new dependent (including a newborn child) must be reported to the Insurance Department of the School City of Hammond. No claim on behalf of a new dependent can be honored unless the insurance provider has a record of the new dependent's membership in the employee's family plan.

Employees are reminded that they must sign up for Medicare coverage at their Social Security Office just prior to attaining sixty-five (65) years of age in order to maintain optimum coverage under the plan.

In the event an employee dies while covered by a family health insurance plan, for a period of six (6) months following the death, the Board will continue to provide the family health insurance plan in effect at the time of the employee's death.

(14) Section B - Insurance

The Board shall provide, on a fully paid basis, less one dollar (\$1.00) paid by the registered nurse, term life insurance in an amount of fifty thousand dollars (\$50,000) for all registered nurses plus an accidental death and dismemberment plan. For registered nurses sixty-five (65) years of age and older, this amount shall be reduced in accordance with standard insurance reduction schedules.

The Board shall provide, on a fully paid basis, less one dollar (\$1.00) paid by the health aides, term life insurance in an amount of twenty-eight thousand dollars (\$28,000) for all health aides plus an accidental death and dismemberment plan. For health aides sixty-five (65) years of age and older, this amount shall be reduced in accordance with standard insurance reduction schedules.

(14) Section C - Liability Insurance

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

(14) Section D- Malpractice Insurance

The Board shall provide malpractice insurance in the amount of one hundred thousand dollars (\$100,000.00) for all full-time registered nurses in case of a suit arising from the performance of their regular assigned duties.

(14) Section E - Wellness Program

The School City of Hammond will provide employees with the opportunity to participate in a Wellness Program.

(14) Section F - Employee Assistance Plan

The School City of Hammond will provide employees with the opportunity to participate in an Employee Assistance Plan.

Article 15

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 (registered nurses and health aides). Effective January 1, 2008, the Board will contribute an amount equal to one percent (1%) of each employee’s (registered nurses and health aides) 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 a health aide 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 Memorandum of Understanding dated April 10, 2006. 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 Memorandum of Understanding dated April 10, 2006.

If the 401(a) account is larger than the health aide’s retirement severance pay pursuant to the Retirement Severance Pay Memorandum of Understanding dated April 10, 2006, the health aide will receive the 401(a) amount only.

Article 16

Grievance Procedure

(16) Section A - General Provisions

1. A grievance is a claim by an employee that there has been an alleged violation of a specific section of this Agreement.
2. All time limits contained herein shall be strictly adhered to unless the Employer and the Union agree to an extension of time limits. If the grievant or the Union fails to act within the time limits set forth herein, the grievance shall be deemed waived. If at any step of the grievance procedure the Employer fails to act within the time limits set forth, the Union may submit the grievance to the next step of the grievance procedure.
3. 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.

(16) Section B - Procedure

Step 1 In the event an employee believes there is a basis for a grievance, the employee, together with the employee's Union Representative, or the Union Representative's designee, shall present the alleged grievance to the Supervisor of Health Services within fifteen (15) working days of the date the employee first knew or had reason to know of the fact(s) or condition(s) upon which the alleged grievance is based. The first step shall be informal. The Supervisor of Health Services shall have a maximum of fifteen(15) working days following the date of submission of the grievance during which the Supervisor of Health Services may attempt to resolve the grievance. The resolution of a grievance at Step 1 shall be without prejudice unless approved in writing by the Union Representative and the Superintendent or the Superintendent's designee.

Step 2 If the grievance is not resolved at Step 1, the Union Representative may submit a formal written grievance to the Superintendent or the Superintendent's designee. In no case shall the formal written grievance be submitted more than twenty-five (25) working days after the date on which the grievance was submitted at Step 1.

The formal written grievance shall contain a statement of the specific alleged violation citing the Article or Articles violated and the remedy sought. The parties shall meet as soon as possible to attempt to resolve the grievance. The Superintendent or his/her designee shall indicate his/her disposition of the grievance in writing within twenty (20) working days of the submission of the formal written grievance at Step 2.

Step 3 If the Union is not satisfied with the disposition of the grievance by the Superintendent or the Superintendent's designee, the Union may submit the grievance to the American Arbitration Association. The Union shall give notice of

its intent to do so in writing to the Superintendent within ten (10) working days of the receipt of the written disposition by the Superintendent or his/her designee, or, in the event the Superintendent or his/her designee fails to issue a disposition within the time limit, within thirty (30) working days of the submission of the formal written grievance at Step 2. At any time, thereafter, the Superintendent may request in writing that the Union proceed to arbitration, in which case the Union shall submit the grievance to arbitration by giving notice in writing to the American Arbitration Association with a copy to the Superintendent within ten (10) working days after receipt of the Superintendent's request.

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

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

Neither party shall be permitted to assert in the arbitration hearing any grounds or to introduce into evidence, any testimony or exhibits, not previously disclosed to the other party.

(16) Section C - Arbitration Provisions

1. The decision of the arbitrator shall be binding on both parties.
2. If the arbitrator finds that the Employer did not violate the Agreement, he/she shall have no power to substitute his judgment for that of the School Employer as to the reasonableness of any practice, policy, rule, or action taken by the School Employer.
3. The arbitrator shall have no power to make any decision or recommendations inconsistent with the law or the terms and conditions of this Agreement.
4. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
5. The fee and expenses of the arbitrator shall be shared equally by the parties. Each party shall assume the cost of presenting his case before the arbitrator.

Article 17

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 referred to or covered by this Agreement, or 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 bargaining on said subjects or matters. This provision shall not affect the bargaining of a successor Agreement nor 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 18

Term of Contract

(18) Section A

The effective date of this Agreement shall be January 1, 2020.

(18) Section B

Should any Article, Section, or provision of this Agreement be declared illegal, said Article, Section, or provision, 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 if not Affected by the deleted Article, Section, or provision.

(18) Section C

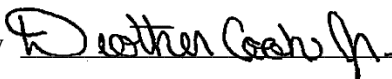
This Agreement shall become effective January 1, 2020 and shall continue in effect through December 31, 2020.

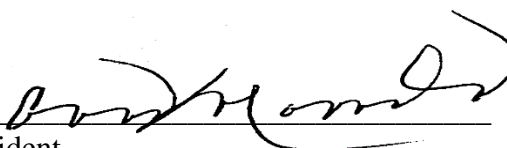
Either party may with not less than sixty (60) days notice to the other party, terminate Article 14, Section A, Health Insurance, in which case the parties shall meet to negotiate whatever additions, modifications, amendments or alternative language, if any, they deem appropriate.

On or before November 1, 2020, the parties shall initiate negotiations for the purpose of entering into a successor Agreement. This Agreement, made and entered into on this 17th day of December 2019, is attested to by the parties whose signatures appear below:

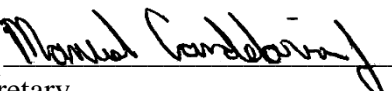
SEIU Healthcare, United for Quality
Care SEIU Healthcare Illinois and
Indiana, CTW,CLC

Board of School Trustees of the
School City of Hammond

By 

By 
President

By _____

By 
Secretary

Appendix A

SCHOOL CITY OF HAMMOND
REGISTERED NURSES' SALARY SCHEDULE
(BASED ON 185 WORKING DAYS)

Effective 2022-2023 School Year

<u>Experience</u>	<u>Amount</u>
0	\$45,574.58
1	\$46,424.53
2	\$47,266.21
3	\$48,105.82
4	\$48,950.59
5	\$49,795.37
6	\$50,194.50
7	\$50,591.55
8	\$50,990.68
9	\$51,387.73
10	\$51,780.65
11	\$52,171.50
12	\$52,560.29
13	\$52,948.04
14	\$53,336.82
15	\$53,724.57
16	\$54,114.39
17	\$54,504.21
18	\$54,892.99
19	\$55,281.78
20	\$55,670.56

Effective January 1, 1998 - 3% PERF paid by School Corporation
In order for an employee to be eligible for a retroactive pay raise during the 2022-2023 school year, the employee
must still be employed on January 1, 2023.

Appendix B

SCHOOL CITY OF HAMMOND
HAMMOND, INDIANA
HEALTH AIDES SALARY SCHEDULE

Effective 2022-2023 School Year

<u>Experience</u>	<u>Daily Rate</u>
1	\$101.60
2	\$106.00
3	\$110.32
4	\$114.75
5	\$119.11
6	\$120.73
7	\$127.92
8	\$139.89
9	\$144.19
10	\$148.58

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

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

MEMORANDUM OF UNDERSTANDING

Retirement Severance Pay for Health Aides

The parties hereby agree that as part of this agreement the following language shall apply to health aides:

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


1. At least fifty (50) years of age.
2. A minimum of fifteen (15) years of full-time continuous employment in the School City of Hammond, except that a clerical employee retiring at age sixty-five (65) may qualify with a minimum of ten (10) years of continuous employment in the School City of Hammond.
3. A written notification of intent to retire must be filed with the Superintendent at least one (1) year prior to retirement. Such written notification can only be withdrawn by permission of the Superintendent.
4. In the event an employee is unable to give proper notice of retirement as required and is forced to retire as a result of ill health or accident, the required notice of retirement may be waived by the Board of School Trustees on the recommendation of the Superintendent and upon receipt of such written request.

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 health aides shall be based upon the number of hours an employee is scheduled to work each day at a time of his/her retirement.

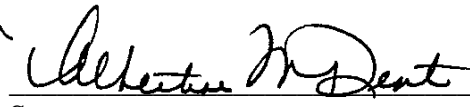
Upon the death of any employee eligible for retirement severance pay, the severance pay to which the employee would have been entitled shall be paid directly, in a lump sum, to person(s) designated by the deceased in writing to the employer. If no beneficiary has been named for severance benefits specifically, 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 and just cause, retirement severance pay shall not be paid.

FOR THE BOARD:



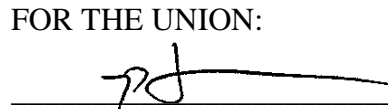
President



Secretary

Date: April 10, 2006

FOR THE UNION:



MEMORANDUM OF UNDERSTANDING
Longevity Increments for Health Aides

The parties hereby agree that as part of this agreement the following language shall apply to health aides:

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

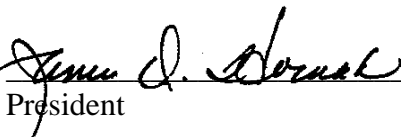
<u>Longevity Increments</u>	
<u>Total Years of Service</u>	<u>Increment</u>
15	\$ 100
20	200
25	300
30	500

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.

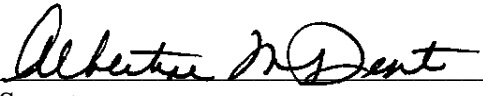
FOR THE BOARD:

FOR THE UNION:



President





Secretary

Date: April 10, 2006

MEMORANDUM OF UNDERSTANDING
Paid Holidays for Health Aides

The parties hereby agree that as part of this agreement the following language shall apply to health aides:

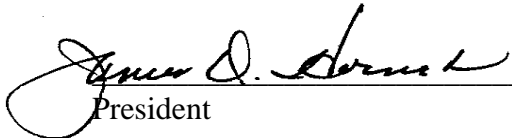
Health aides shall not report to their regular assigned duties and deductions from wages shall not be made on the following holidays, provided the employee works on the last regularly scheduled work day before, and the first regularly scheduled work day after the holiday. Holiday pay will be the daily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

- | | |
|------------------------|---------------------------------|
| New Year's Day | Fourth of July (Summer workers) |
| Martin Luther King Day | Labor Day |
| President's Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Memorial Day | |

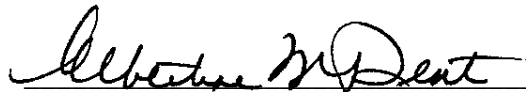
In the event students are scheduled to be in attendance on a holiday, that day will not be a paid holiday, and another holiday will be designated as a paid holiday that year. An employee who would otherwise lose a day's pay because he retires prior to such a rescheduled holiday, will be paid for the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

An employee who is required to work on a holiday shall be paid double his normal rate of pay for hours worked which includes his holiday pay.

FOR THE BOARD:

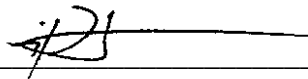


President



Secretary

FOR THE UNION:



Date: April 10, 2006

MEMORANDUM OF UNDERSTANDING
Retroactive Pay

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. Employees who earned pay subsequent to January 1, 2008, and who are employed as of December 11, 2008, the date of Board approval of the amendments to the Agreement with Registered Nurses/Health Aides.
2. Employees who earned pay subsequent to January 1, 2008, and who terminated employment with the School City of Hammond prior to December 11, 2008, and who met the following qualifications:
 - a. At least fifty (50) years of age.
 - b. A minimum of fifteen (15) years of full-time continuous employment in the School City of Hammond, except that a clerical employee retiring at age sixty-five (65) may qualify with a minimum of ten (10) years of continuous employment in the School City of Hammond.
 - c. A written notification of intent to retire must be filed with the Superintendent at least one (1) year prior to retirement. Such written notification can only be withdrawn by permission of the Superintendent.
 - d. In the event an employee is unable to give proper notice of retirement as required and is forced to retire as a result of ill health or accident, the required notice of retirement may be waived by the Board of School Trustees on the recommendation of the Superintendent and upon receipt of such written request.
3. Employees who earned pay subsequent to January 1, 2008, and who died on or before, December 11, 2008.

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.

FOR THE BOARD

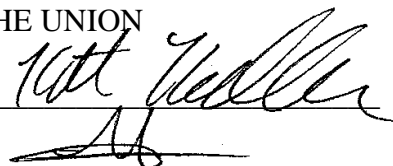


President



Secretary

FOR THE UNION



December 11, 2008

MEMORANDUM OF UNDERSTANDING

The parties hereby agree, if the work day of an employee at a given school building is lengthened in order to comply with the mandates of the Title One Program the parties will meet to negotiate the appropriate compensation for the effected employee.

FOR THE BOARD

Daniel J. Friel

FOR THE UNION

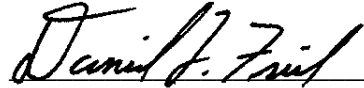
Yvonne Walker
AW

Date: December 11, 2008

MEMORANDUM OF UNDERSTANDING

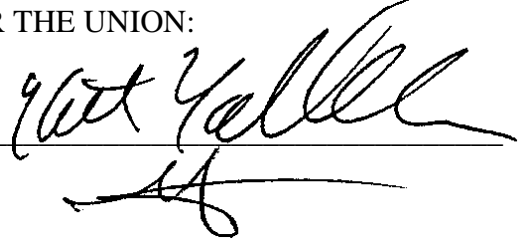
The parties hereby agree, if a one on one health aide is required to assist with the transportation of a student to and from school, at the health aide's request, the employer will make arrangements for health aide to be picked up and dropped off at a location other than the student's home.

FOR THE BOARD:



President


FOR THE UNION:



December 11, 2008

MEMORANDUM OF UNDERSTANDING

The Board of School Trustees of the School City of Hammond and the SEIU Healthcare, United for Quality Care SEIU Healthcare Illinois and Indiana, CTW, CLC, hereby agree, effective the 2009-2010 school year, when the Supervisor of Health Services is absent because of illness, or other short term leave, a school nurse shall be assigned the duty of Acting Supervisor. The school nurse assigned the duty of Acting Supervisor shall be a nurse covered by Teachers' Master Contract or the Agreement with Registered Nurses/Health Aides. The school nurse assigned the duty of Acting Supervisor, in addition to his/her regular pay, shall be compensated an additional fifty dollars (\$50.00) for each day the school nurse serves as Acting Supervisor. The selection of the Acting Supervisor shall be at the sole discretion of the Supervisor of Health Services.



FOR THE BOARD



FOR THE UNION

Date: September 24, 2009

MEMORANDUM OF UNDERSTANDING

The Board of School Trustees for the School City of Hammond and the Union hereby agree, effective for calendar 2016, health aides 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).



FOR THE BOARD

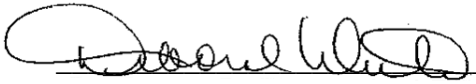


FOR THE UNION

Date: March 29, 2016

MEMORANDUM OF UNDERSTANDING

The Board of School Trustees for the School City of Hammond and the Union hereby agree, effective 2017-2018 school year, each registered nurse shall be provided sixteen (16) hours of additional time, at the straight time rate, to complete paperwork and other administrative tasks. The scheduling of sixteen (16) hours shall be with the agreement of the Supervisor of Health Services. The sixteen (16) hours shall be worked by each registered nurse prior to October 1, of each school year.



FOR THE BOARD

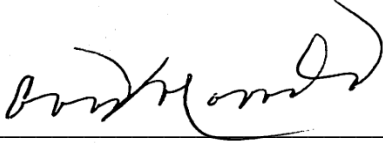


FOR THE UNION

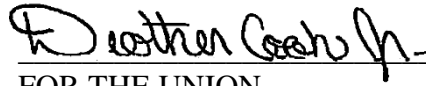
Date: February 6, 2017

MEMORANDUM OF UNDERSTANDING

The Board of School Trustees for the School City of Hammond and the Union hereby agree, effective 2020-2021 school year, each health aide shall be provided eight (8) hours of additional time, at the straight time rate, to complete paperwork and other administrative tasks. The scheduling of the eight (8) hours shall be with the agreement of the Supervisor of Health Services. The eight (8) hours shall be worked by each health aide prior to October 1, of each school year.



FOR THE BOARD



FOR THE UNION

Date: December 17, 2019

MEMORANDUM OF UNDERSTANDING

The Board of School Trustees for the School City of Hammond and the Union hereby agree, effective 2019-2020 school year, in addition to any compensation to which a registered nurse shall be entitled pursuant to the Appendix A Salary Schedule each registered nurse assigned to a secondary school (Middle School, Middle/High School, or High School) shall be paid a stipend of \$1,000.00 per school year. In order to be eligible for the \$1,000.00 stipend the registered nurse must have a workday of seven (7) hours per day. The Board of School Trustees for the School City of Hammond and the Union hereby agree, effective 2019-2020 school year, in addition to any compensation to which a health aide shall be entitled pursuant to the Appendix B Salary Schedule each health aide assigned to a secondary school (Middle School, Middle/High School, or High School) shall be paid a stipend of \$500.00 per school year. In order to be eligible for the \$500.00 stipend the health aide must have a workday of seven (7) hours per day.

One half (1/2) of the stipend will be paid during the first semester of a given school year, and the remaining one half (1/2) of the stipend will be paid during the second semester of a given school year.



FOR THE BOARD



FOR THE UNION

Date: December 17, 2019

MEMORANDUM OF UNDERSTANDING
One Time Stipend

The parties hereby agree, in addition to any compensation to which a registered nurse shall be entitled pursuant to the Appendix A Salary Schedule, a one-time stipend in the amount of \$258.42 shall be paid to a registered nurse who was employed by the School City of Hammond and received compensation for one hundred twenty (120) days or more during school year 2018-2019, who is still employed by the School City of Hammond as of January 1, 2020. This one-time stipend shall be paid on or before February 29, 2020, and may be taken as a separate check or be directed into an FSA or HSA account.

The parties hereby agree, in addition to any compensation to which a health aide shall be entitled pursuant to the Appendix B Salary Schedule, a one-time stipend in the amount of \$139.65 shall be paid to a Health Aide who was employed by the School City of Hammond and received compensation for one hundred twenty (120) days or more during school year 2018-2019, who is still employed by the School City of Hammond as of January 1, 2020. This one-time stipend shall be paid on or before February 29, 2020, and may be taken as a separate check or be directed into an FSA or HSA account.



FOR THE BOARD



FOR THE UNION

Date: December 17, 2019

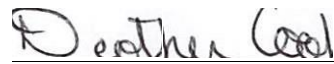
One Time Stipend

The parties hereby agree, in addition to any compensation to which a registered nurse shall be entitled pursuant to the Appendix A Salary Schedule, a one-time stipend in the amount of \$2,876.45 shall be paid to a registered nurse who was employed by the School City of Hammond and received compensation for ninety (90) days or more during school year 2021-2022, who is still employed by the School City of Hammond as of January 1, 2022. A registered nurse receiving a one-time stipend may take the one-time stipend as a separate check or may direct the money be placed in the registered nurses' Health Savings Account (HSA).

The parties hereby agree, in addition to any compensation to which a health aide shall be entitled pursuant to the Appendix B Salary Schedule, a one-time stipend in the amount of \$1,437.45 shall be paid to a health aide who was employed by the School City of Hammond and received compensation for ninety (90) days or more during school year 2021-2022, who is still employed by the School City of Hammond as of January 1, 2022. A health aide receiving a one-time stipend may take the one-time stipend as a separate check or may direct the money be placed in the health aide's Health Savings Account (HSA).



FOR THE BOARD



FOR THE UNION

Date: December 21, 2021

MEMORANDUM OF UNDERSTANDING

Longevity Increments for Health Aides

The parties hereby agree that as part of this agreement the following language shall apply to health aides:

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

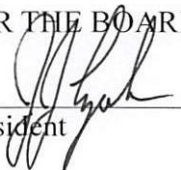
Longevity Increments

Total Years of Service	Increment
15	300
20	400
25	600
30	900

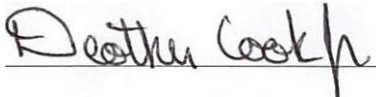
All increments shall be paid by a single separate check during the month of January.

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.

FOR THE BOARD:




President



FOR THE

UNION:



Secretary

December 21,

MEMORANDUM OF UNDERSTANDING

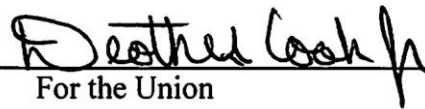
The Board of School Trustees for the School City of Hammond and the Union hereby agree, effective 2021 - 2022 school year, in addition to any compensation to which a registered nurse shall be entitled pursuant to the Appendix A Salary Schedule each registered nurse assigned to a secondary school (Middle School, Middle/High School, or High School) shall be paid a stipend of \$1 ,500.00 per school year. In order to be eligible for the \$ I ,500.00 stipend the registered nurse must have a workday of seven (7) hours per day.

The Board of School Trustees for the School City of Hammond and the Union hereby agree, effective 2021-2022 school year, in addition to any compensation to which a health aide shall be entitled pursuant to the Appendix B Salary Schedule each health aide assigned to a secondary school (Middle School, Middle/High School, or High School) shall be paid a stipend of \$800.00 per school year. In order to be eligible for the \$800.00 stipend the health aide must have a workday of seven (7) hours per day.

One half (1/2) of the stipend will be paid during the first semester of a given school year, and the remaining one half(1/2) of the stipend will be paid during the second semester of a ~~g~~is ho I year.



For the Board



For the Union

Date: December 21, 2021

Article 18

Term of Contract

(18) Section A

The effective date of this Agreement shall be January 1, 2022.

(18) Section B

Should any Article, Section, or provision of this Agreement be declared illegal, said Article, Section, or provision, 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 full force and effect if not Affected by the deleted Article, Section, or provision.


(18) Section C

This Agreement shall become effective January 1, 2022 and shall continue in effect through December 31, 2022.

Either party may with not less than sixty (60) days notice to the other party, terminate Article 14, Section A, Health Insurance in which case the parties shall meet to negotiate whatever additions, modifications, amendments or alternative language, if any, they deem appropriate.

On or before November 1, 2022, the parties shall initiate negotiations for the purpose of entering into a successor Agreement. This Agreement, made and entered into on this 21st day of December 2021, attested to by the parties whose signatures appear below:

SEIU Healthcare, United for Quality
Care SEIU Healthcare Illinois and
Indiana, CTW, CLC

By 

Board of School Trustees of the
School City of Hammond



President

MEMORANDUM OF UNDERSTANDING
Longevity Increments for Health Aides

The parties hereby agree that as part of this agreement the following language shall apply to health aides:

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

Longevity Increments

<u>Total Years of Service</u>	<u>Increment</u>
10	\$200
15	\$300
20	\$500
25	\$1,000
30	\$1,200

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.

FOR THE BOARD

FOR THE UNION

Date: January 24, 2023

MEMORANDUM OF UNDERSTANDING
Paid Holidays for Health Aides

The parties hereby agree that as part of this agreement the following language shall apply to health aides:

Health aides 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 work day 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 | Juneteenth (Summer workers) |
| Martin Luther King Day | Fourth of July (Summer workers) |
| President's Day | Labor Day |
| Good Friday | Thanksgiving Day |
| Memorial 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.

An employee who is required to work on a holiday shall be paid double his normal rate of pay for hours worked which includes his holiday pay.

FOR THE BOARD OF

FOR THE UNION

Date: January 24, 2023

MEMORANDUM OF UNDERSTANDING

The board of School Trustees for the School City of Hammond and the Union hereby agree, Effective 2023 – 2024 school year, each health aide shall be provided sixteen (16) hour of additional time, at the straight time rate, to complete paperwork and other administrative tasks. The scheduling of the sixteen (16) hours shall be with the agreement of the Supervisor of Health Services. The sixteen (16) hours shall be worked by each health aide prior to October 1, of each school year.

FOR THE BOARD OF

FOR THE UNION

Date: January 24, 2023

MEMORANDUM OF UNDERSTANDING
One Time Stipend

The parties hereby agree, in addition to any compensation to which a registered nurse shall be entitled pursuant to the Appendix A Salary Schedule, a one-time stipend in the amount of \$2,310.49 shall be paid to a registered nurse who was employed by the School City of Hammond and received compensation for ninety (90) days or more during school year 2022 – 2023, who is still employed by the School City of Hammond as of January 1, 2023. A registered nurse receiving a one-time stipend may take the one-time stipend as a separate check or may direct the money be place in the registered nurses' Health Savings Account (HSA).

The parties hereby agree, in addition to any compensation to which a health aide shall be entitled pursuant to the Appendix B Salary Schedule, a one-time stipend in the amount of \$1,373.22 shall be paid to a health aide who was employed by the School City of Hammond and received compensation for ninety (90) days or more during school year 2022 – 2023, who is still employed by the School City of Hammond as of January 1, 2023. A health aide receiving a one-time stipend may take the one-time stipend as a separate check or may direct the money be place in the health aide's Health Savings Account (HSA).

FOR THE BOARD OF

FOR THE UNION

Date: January 24, 2023

Article 18

Term of Contract

(18) Section A

The effective date of this Agreement shall be July 1, 2022.

(18) Section B

Should any Article, Section, or provision of this Agreement be declared illegal, said Article, Section, or provision, 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 full force and effect if not Affected by the deleted Article, Section, or provision.

(18) Section C

This Agreement shall become effective July 1, 2022 and shall continue in effect through December 31, 2023.

Either party may with not less than sixty (60) days notice to the other party, terminate Article 14, Section A, Health Insurance in which case the parties shall meet to negotiate whatever additions, modifications, amendments or alternative language, if any, they deem appropriate.

On or before November 1, 2023, the parties shall initiate negotiations for the purpose of entering into a successor Agreement. This Agreement, made and entered into on this ____ day of January 2023, attested to by the parties whose signatures appear below:

SEIU Healthcare, United for Quality
Care SEIU Healthcare Illinois and
Indiana, CTW, CLC

Board of School Trustees of the
School City of Hammond

By _____

By _____
President

By _____

By _____
Secretary