

COLLECTIVE BARGAINING AGREEMENT

between

**BOARD OF SCHOOL TRUSTEES OF THE
SCHOOL TOWN OF MUNSTER**

and

MUNSTER TEACHERS ASSOCIATION

for

July 1, 2018

through

June 30, 2019

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Page</u>
1. Agreement	3
2. Leaves of Absence	4
3. Insurance	7
4. Retirement and Severance Benefits	8
5. Compensation Plan	10
6. Additional Salary Provisions	11
7. Grievance Procedure	13
8. Severability and Entire Agreement	16

APPENDICES

A Addenda Positions	18
B Grievance Report Form	22
C Flex Time Record	23

COLLECTIVE BARGAINING AGREEMENT

Paragraph One: AGREEMENT

A. **Agreement**

This Agreement entered into on July 1, 2018, is by and between the Board of School Trustees of the School Town of Munster, Lake County, Indiana, (hereinafter referred to as the "Board of School Trustees") and the Munster Teachers Association, an affiliate of the Indiana State Teachers Association and the National Education Association (hereinafter referred to as the "Association").

B. **Term**

This contract will remain in effect through June 30, 2019. Negotiations will begin as of September 15, 2019.

C. **Recognition**

The Board of School Trustees of the School Town of Munster hereby recognizes the Munster Teachers Association as the exclusive representative of the following bargaining unit, to wit: All certificated employees of the School Town of Munster as that term is defined in, IC 20-29-2-4, except for the Superintendent, Assistant Superintendents, Director of Financial Operations, Director of Exceptional Needs, Principals, Assistant Principals, Director of Technology, Director of Support Services, Athletic Director, Auditorium Director and School Psychologist.

In the event that a new position is created by the Board, representatives of the Board of School Trustees and Association shall meet to attempt to agree upon the unit status of such position. If the parties cannot agree on the unit status, either party to this Agreement may submit the issue for unit determination and/or clarification to the Indiana Education Employment Relations Board for resolution.

The rights and privileges of the Association and its representatives as set forth in this Agreement shall not be granted to other "school employee organizations" as that term is defined in IC 20-29-5-1, 2, 3, et.seq.

D. **Definitions**

1. **Association**
Shall mean the Munster Teachers Association, an affiliate of the Indiana State Teachers Association and the National Education Association, acting by and through its duly authorized representatives.
2. **School Corporation**
Shall mean the School Town of Munster
3. **Basic Compensation**
Shall mean the salary which a teacher has contracted to receive for all or a portion of the school year. Said basic compensation shall not include any monies paid as a stipend or paid for an addendum position.
4. **Daily Rate**
Shall be calculated by dividing a teacher's basic compensation by the number of days indicated on line two (2) of the teacher's Indiana regular teacher contract.
5. **Hourly Rate**
Shall be calculated by dividing a teacher's daily rate by the hours indicated on line three of the teacher's Indiana regular teacher contract.
6. **Benefit**
A benefit, other than direct salary or compensation, received by a school employee from a school employer, including but not limited to health insurance, retirement plans, and paid time off.
7. **Joint Benefits Committee**
The Joint Benefits Committee consists of MTA representatives, including retired MTA members and administrative representatives who will meet on a monthly basis with a financial advisor to determine all benefits as determined by the Collective Bargaining Agreement.

Paragraph Two
LEAVES OF ABSENCE

A. **Paid Time Off (PTO)**

1. Each teacher shall receive a total of thirteen (13) days of "Paid Time Off" (PTO) per year without the loss of basic compensation or benefits.
2. Any teacher who has accumulated one (1) or more benefit days (personal illness, family illness, personal business, paid time off, etc.) while employed in another school corporation of this state shall receive credit for said benefit days at a rate of up to four (4) working days per year until the total number of accumulated paid time off days to which the teacher was entitled in the last place of employment has been exhausted, at which point the teacher will be notified.
3. If in any one (1) year a teacher is absent from work less than the prescribed number of paid time off days, the remaining paid time off days may accumulate to the limits outlined below.
 - a. For teachers hired before June 1, 2000, who chose to remain on the severance plan outlined in Paragraph 4, Section B(1), the PTO days will accumulate to an unlimited number. However, a teacher described in this section can choose to receive compensation for PTO days provided in 3b below. The teacher must submit their request in writing to the Assistant Superintendent.
 - b. For all other teachers, PTO days will accumulate to a maximum of ninety (90) days. For any days in excess of ninety (90), teachers will receive eighty dollars (\$80) per day. Payment will be made in June. Teachers may only receive payment for a maximum of thirty (30) days each year.
4. A teacher may not request a paid time off day for less than one-half ($\frac{1}{2}$) working day per occurrence.
5. A maximum of twenty (20) paid time off days can be used during a school year without any verification. If the total number of days exceeds twenty (20) days per school year, a doctor's verification will be required to verify the need for additional days.
6. Summer school teachers shall be entitled to use their previous year's accumulated paid time off. For the purpose of summer school, one-half ($\frac{1}{2}$) day shall be defined as three (3) hours or less.
7. Each teacher who teaches summer school shall be entitled to one paid time off day which, if unused during the summer, will be added to the teacher's accumulated paid time off bank at the rate of one-half ($\frac{1}{2}$) day for teaching two (2) hours in summer school, and one (1) day for teaching four (4) hours in summer school.

B. **Bereavement Leave**

1. Each teacher shall be entitled to be absent from work in the event of the death of the teacher's parent, current step-parent, spouse's parent, children, spouse, brother, sister, brother-in-law, sister-in-law, grandparent, spouse's grandparent, grandchildren, or member of the immediate household for a period not to exceed five (5) work days following such death, without loss of basic compensation or benefits. The Superintendent is authorized to grant up to two (2) additional days when in the Superintendent's judgment they are deemed appropriate.
2. Each teacher shall be entitled to be absent from work without loss of basic compensation or benefits in the case of death of persons other than the members of the immediate family which includes those individuals listed in Section B. 1., of this Paragraph, for a maximum of two (2) days per year. The Superintendent is authorized to grant up to two (2) additional days when in the Superintendent's judgment they are deemed appropriate.
3. A request for bereavement leave shall be submitted to the school administration.

C. **Absence Resulting from Assault and Battery**

Any teacher who is absent from work as a result of injuries received from assault and battery while properly performing the teacher's duties as prescribed by the School Corporation shall receive in addition to the compensation prescribed by the Indiana Worker's Compensation Act a sum of money equal to the difference between the teacher's basic compensation and the temporary disability Worker's Compensation benefits for

a period of not to exceed one hundred eighty-three (183) working days or for a period equal to the number of working days the teacher is entitled to receive temporary disability Worker's Compensation benefits, whichever is less.

Absences resulting from injuries received from an assault and battery shall not be charged against accumulated paid time off days, and the teacher shall be entitled to reinstatement upon termination of the absence without loss of any benefit accruing during the absence. All insurance benefits provided hereunder shall be continued during the term of the absence at the expense of the School Corporation. Proof of eligibility for this absence and the rights of the School Corporation under this Paragraph shall be the same as those provided by the Indiana Worker's Compensation Act.

D. Work Injury

If a teacher is injured and said injury arises out of and within the scope of the teacher's employment, the teacher may be absent from school the day of the injury and the next school/work day, if necessary, for treatment of the injury. These day(s) shall not be deducted from the teacher's accumulated paid time off.

E. Jury Duty

Each teacher shall be entitled to be absent from work when called for regular jury duty by a Municipal, State or Federal Court for whatever period of time may be necessary to properly perform his/her responsibility without the loss of basic compensation or benefits; provided however, any money or fee which the teacher receives for performing said duty shall be deducted from his/her basic compensation excluding mileage reimbursement.

F. Maternity Leave

Any teacher who is pregnant is entitled to a leave of absence anytime between the commencement of the teacher's pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, the teacher notifies the Superintendent at least (30) calendar days before the date on which the teacher desires to start the leave.

The teacher shall also notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying the teacher's pregnancy or a copy of the birth certificate of the newborn, whichever is applicable, unless waived by the Superintendent.

In case of a medical emergency caused by the pregnancy, the teacher shall be granted a leave as otherwise provided in this section, immediately upon the teacher's request and certification of the emergency from an attending physician. But, any teacher who is pregnant may continue in active employment as late into the pregnancy as the teacher desires, if the teacher is able to fulfill the requirements of the position. Temporary disabilities caused by the pregnancy shall be governed by the same provisions governing sickness.

All or any portion of the leave taken by a teacher because of a temporary disability caused by the pregnancy may be charged at her discretion to the teacher's available paid time off.

If a teacher desires to use her available PTO days, the teacher must submit a written request to the payroll department.

G. Paternity and/or Adoption Leave

An employee who requests a paternity or adoption leave that qualifies under the Family Medical Leave Act for up to 12 weeks of job protected leave has the option to use his or her PTO days as paid days after the birth or adoption of the child. Upon receipt of a teacher's written request, the Superintendent will review the request for paternity or adoption leave and will make recommendations to the Board.

H. Professional Development Leave

The Board of School Trustees may, in its discretion, grant to any teacher upon written request a brief leave with entitlement to basic compensation and/or other expenses for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

I. Disability Leave

1. This provision shall apply to cases where a teacher is unable to perform contractual duties due to a disability substantial in nature or for more than three (3) weeks in length.
Such physical disability shall include, among other items, the following: disability from major surgery,

physical illness, mental illness, or severe emotional disturbance.

2. At the time that a teacher requests a major disability leave, the teacher shall submit the following information:
 - a. whether the teacher intends to return to duty
 - b. the anticipated date of return to duty
 - c. whether paid time off will be used in conjunction with the leave.
3. The Corporation shall grant a disability leave to a teacher who is disabled as set forth in this Section for at most one (1) year. The Corporation may grant consecutive leaves.
4. If the teacher and the Board cannot agree as to the need for or length of the leave, the written statement of the teacher's physician shall be a determining factor.
5. A teacher shall be entitled to receive pay for any unused accumulated paid time off during this period and shall also be permitted to continue in the insurance programs at his/her own cost.

J. Association Business Leave

The Association shall have twenty (20) days each school year, including the following summer session, to use for Association business. After the first ten (10) days are used, the School Corporation and the Association will each pay half of the substitute teacher costs for the remaining ten (10) days. The Association may request from the Superintendent an additional ten (10) days each school year to be used in the Legislative Session in the Indiana General Assembly. Such requests shall not be unreasonably denied.

K. General Information about Leaves

Return from Leave

A teacher on leave must give tentative notice of return at the time the leave is granted in writing to the Superintendent unless a specific date or time period is set forth for a particular leave of absence. A teacher must give at least (30) days' notice prior to return to duty.

In the case of a leave extending to the end of the second semester, the teacher will notify the superintendent in writing by April 1 of that year whether or not the teacher intends to return to duty at the start of the next school year. The School Corporation, upon reinstatement, will assign the teacher to a comparable position he or she left. If the position the teacher left has been eliminated, the teacher will choose from available vacant openings for which he/she is certified. A teacher returning from leave shall be entitled to receive the same basic compensation and benefits package in effect at the time of return.

L. Family and Medical Leave Act

The benefits provided in the Family and Medical Leave Act (FMLA) shall, at the employee's discretion, be in addition to those listed in this Agreement and shall apply to all teachers. All teachers on leave shall receive all insurance benefits in the same manner as all other employees, except as specified in this Agreement. Intermittent or reduced schedule leaves shall be available to teachers for all the types of leave mentioned in the FMLA. The leaves provided for by the FMLA shall be available to employees for all members of the immediate family by blood, marriage or adoption (spouse, child, parent, brother, or sister in the immediate household). The employee shall continue to accrue seniority for any time spent on an FMLA leave. The twelve (12) month period for eligibility for the use of FMLA shall be counted from the last day of the twelfth week of any prior FMLA leave that the employee has used.

Paragraph Three

INSURANCE

A. Group Health Insurance

The Joint Benefits Committee will select the group health insurance. For each teacher who agrees to pay the remaining costs of the total premium, and in no case less than \$1 for the insurance, the School Corporation will contribute the amounts listed below, annually, toward the total costs of the insurance plan:

Employee Only Plan - eight thousand four hundred dollars (\$8,400)

Employee + Children Plan - nine thousand dollars (\$9,000)

Employee + Spouse Plan - nine thousand four hundred dollars (\$9,400)

Family plan - nine thousand seven hundred dollars (\$9,700).

The employee may opt for the standard plan or choose the high deductible plan and receive the same corporation contribution to a maximum of the total cost of that plan less one dollar (\$1).

1. Two married bargaining unit members will receive the equivalent benefit of two employee only plan contributions applied to the plan of their choice, to a maximum of the total cost of that plan.
2. The health insurance plan to be provided hereunder shall be a comprehensive major medical plan. The policies shall be a preferred provider option (PPO) and an HSA as determined by the joint benefits committee.
3. Insurance benefits for current teachers will continue in effect until the beginning of the next plan year.
4. A new teacher's insurance benefits shall take effect on his/her first contracted school day.

B. Life Insurance and Accidental Death and Dismemberment

The School Corporation shall provide a fifty thousand dollar (\$50,000.00) life insurance policy for each full-time teacher. The policy of life insurance provided by the School Corporation to the teachers shall contain an accidental death and a dismemberment rider (double indemnity) to said policy.

C. Long Term Disability Insurance

The School Corporation shall provide a long term disability insurance plan that provides a benefit of two-thirds (2/3) salary to age sixty-five (65). The coverage shall commence after a ninety (90) calendar day elimination period with a maximum benefit of seven thousand five hundred (\$7,500) per month.

D. Vision Insurance

The Board shall provide each certified teacher with a single vision insurance plan.

E. Dental Insurance

The Board shall make dental insurance available to employees.

F. Section 125 Benefits

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. An amount not to exceed the legal limit may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which are non-taxable benefits of major medical, long term disability, short term disability, Section 79 Life, non-reimbursed medical, and dependent care. The administration fee shall be paid by the School Corporation. It is the intention of the parties to provide full Section 125 benefits to teachers within the limits and provisions allowed by law. Nothing in this section shall be construed as limiting the right of the Board of School Trustees to select the carriers for insurances offered on a group basis through this contract.

G. Liability Insurance

The School Corporation shall provide general comprehensive liability insurance which shall insure each teacher, who is acting within the scope of his/her employment, against liability for property damage, bodily injury, professional liability, and other specified liabilities up to the limits and subject to the exclusions set forth in said policy. The policy of insurance shall be available for inspection by any teacher or the Association during regular business hours of the School Corporation at the Central Office.

Paragraph Four
RETIREMENT AND SEVERANCE BENEFITS

A. Insurance Benefits

1. Upon ratification of this contract, teachers who are at least fifty (50) years of age and have completed fifteen (15) or more years of employment with the School Town of Munster may continue to be a member of the group health insurance program for up to seven (7) immediate and consecutive years, and the School Corporation will continue to contribute the same sum of money towards the premium cost for the teacher's health insurance program as it was contributing at the time of the retirement. This benefit terminates when the teacher becomes eligible for Medicare. If the teacher's benefit is exhausted before qualifying for Medicare, the teacher will pay his/her own premium cost to remain in the group. In addition, if the retiring teacher is offered health insurance from a subsequent employer, the School Corporation is not required to provide health insurance money for that former employee.
2. Upon retirement, the retiree's group life protection will continue in effect until the beginning of the next plan year. During that period, the retiree may choose to continue the group term life insurance plan, subject to the limitations of the policy. The retiree shall pay the entire cost of the premium.

B. Severance

1. For teachers hired before June 1, 2000.
 - a. Teachers who are at least fifty (50) years of age and have completed fifteen (15) or more years of employment with the School Town of Munster are entitled to receive a supplemental contribution to be paid yearly in equal installments into the affected teacher's 403(b) post-separation account in January of the year after the teacher retires.
 - b. The amount of the supplemental contribution for a teacher who has satisfied the aforementioned eligibility conditions and who makes an irrevocable written election to retire shall be \$400 per year of Munster service and \$50 per day of unused Paid Time Off.
 - c. If a teacher provides the superintendent with his or her irrevocable written election to retire prior to eligibility for normal non-reduced Social Security benefits before May 1, that teacher will receive the first installment in July of the year the teacher retires and each January thereafter until the earlier of (i) the teacher's attaining the age for non-reduced Social Security or (ii) five (5) years.
 - d. All teachers who retire prior to being eligible for non-reduced Social Security benefits, regardless of age, have their supplemental contribution calculated by the following formula:

0.375 of their retirement/severance benefit times the number of years prior to eligibility for non-reduced Social Security benefits to a maximum of five (5).

(0.375 X retirement/severance benefit X # years to full Social Security up to 5 years max.)

Base Severance = (\$400 x Number of Years) + (\$50 x Number of accumulated PTO days)

Bridge Amount = (Base Severance x Length of Bridge x 0.375)

Total Severance = Base Severance + Bridge Amount

The retirement/severance bridge benefit will be contributed annually in a single amount to the teacher's post-separation 403(b) account. The number of payments will be equal to the length of the retirement bridge.

- e. All teachers who retire who are eligible for non-reduced Social Security benefits, are entitled to receive the supplemental contribution to be paid in one lump sum into the affected teacher's 403(b) post-separation account. The date of the payment is governed by Paragraph 4, section B.1 (a) and (c) above.
- f. If the amount of any annual payment would cause the teacher to exceed the annual IRS limit on contributions to tax-qualified plans and 403(b) arrangements, any amount that cannot be contributed because of such limits will be contributed in January of the following calendar year to the maximum

extent permitted under IRS rules and each year thereafter for the maximum period of time permitted under IRS rules.

- g. In the event a teacher in active service dies, a retirement pay benefit shall be paid in an annual lump sum pursuant to the original schedule of payments to the teacher's estate if the teacher would otherwise have been eligible for the retirement pay benefits as of the date of death.
2. For any teacher hired after June 1, 2000 or any teacher hired before June 1, 2000 who opted to participate in this severance plan will receive the following severance benefits:
 - a. Each year of employment two percent (2%) of the teacher's base salary will be contributed to the member's 401(a) account. This contribution will be paid prior to the beginning of the next calendar year.
 - b. Teachers will also receive twenty dollars (\$20.00) for each of the thirteen (13) Paid Time Off days not used during the school year. This contribution will be paid prior to the beginning of the next calendar year. These days will not be forfeited and will accumulate within the Paid Time Off bank.

Paragraph Five

COMPENSATION PLAN

A. Base Salary Increase

1. Salary Range
\$38,000 to \$73,000, not including current year increases or TRF contributions.
2. Base Salary Increases
 - a. General Eligibility
 - i. Except as provided in section ii below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at the prior year salary.
 - ii. A teacher who is in the first two (2) full school years of instructing students who received an evaluation rating of improvement necessary will only receive an increase of \$480 in base salary based upon the experience factor.
3. Factors and Definitions
 - a. Evaluation Results – The teacher received a highly effective or effective evaluation rating for the prior school year.
 - b. Year of Experience – The teacher was employed in the corporation for at least 120 days in the prior school year.
4. Distribution – amounts to be added to the teacher's base salary
 - a. If a teacher satisfies all of the factors listed in 3 above, the teacher will receive an increase of \$2,400 in base salary.
 - b. If a teacher satisfies only factor 3a above, the teacher will receive an increase of \$1,920 in base salary.
 - c. If the base salary increase causes a teacher's salary to exceed \$75,000, the amount above that maximum salary will be paid as a stipend.
5. Redistribution
Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

B. Stipends: This amount is in addition to any stipend provided through 4c and 5 above.

1. Amount of Stipend: \$1,000
2. General Eligibility
Only currently employed teachers who received an evaluation rating of highly effective or effective in the prior school year are eligible for a stipend.
3. Factors and Definitions
Evaluation Results – The teacher received a highly effective or effective evaluation rating for the prior school year.
4. Distribution
The one-time stipend will be paid in two (2) equal payment(s) on December 7, 2018, and June 7, 2019.

C. New Employment Provision

The district will make an effort to hire new teachers at the base annual salary of \$40,000. Individuals can be hired at a rate different than their experience may warrant. All new teacher salaries will range between the salaries listed in the Salary Range in A(1) above. The Association president will be provided with a list of salaries for all newly hired teachers.

Paragraph Six

ADDITIONAL SALARY PROVISIONS

The School Corporation will be responsible for the teacher's full contribution to the Indiana State Teachers Retirement Fund.

A. Use of Automobiles in Connection with Work

1. Mileage

Any teacher who receives the prior written permission of the Superintendent to use his automobile in connection with his assigned school duties shall be reimbursed for expenses incurred according to the IRS mileage rate. The IRS mileage rate approved for business expense deductions in effect on July 1 of each year shall be the rate used for the duration of the school year starting that year.

B Salary Payments

Base salaries shall be paid in twenty-six (26) installments beginning August 31, 2018, and ending on August 16, 2019.

A teacher who dies or resigns and/or retires from employment during the school year will receive their remaining pay in the pay check for the pay period immediately following the pay period in which the teacher died or had their last paid day. Payment shall be made to the surviving spouse, or if there be no surviving spouse, then to the teacher's estate in accordance with Indiana law, rulings, and regulations.

C. Direct Deposit of Paychecks

The Board shall provide direct deposit of paychecks to the teacher's choice of financial institution.

D. Homebound Pay Method

Teachers shall receive their hourly rate for homebound instruction.

E. Summer School Pay Method

Elementary summer school teachers will receive summer compensation in three (3) equal checks. High school summer school teachers will receive summer compensation in four (4) equal checks. Teachers shall receive their hourly rate.

F. Payment for Committee Work and Professional Development

Teachers who have completed committee work and professional development for which compensation is given shall be paid within forty-five (45) calendar days after a duly completed claim form has been filed with the School Corporation. The Chairman of a committee shall submit signed completed claim forms within ten (10) calendar days of completion of the committee work. Teachers shall receive the following stipends. All committee stipends will be negotiated prior to appointment of committee members.

<u>Standing Committee</u>	<u>Stipend</u>
1. Employee Benefits	\$305
2. Teacher Evaluation	\$500
3. RTI/Data Team	\$600
4. District Improvement Team	\$800
5. School Improvement Team	\$500
6. Strategic Planning Committee	\$500

Each member's individual compensation will be based on attendance at committee meetings according to the following criteria:

70-100% attendance rate	100% compensation
50-69% attendance rate	80% compensation
30-49% attendance rate	60% compensation
less than 30%	no compensation

If fewer than three (3) meetings are held, the compensation will be 100%. The administrator facilitating committee meetings will maintain attendance records for each meeting, and the MTA will be notified of those members not attending.

G. Curriculum Guide Revision

Teachers who are involved in revising or writing curriculum guides or course outlines will be given a choice of released time or cash compensation. Prior administrative approval is required. The released time will be one (1) day released time for a one (1) semester or a nine (9) week course and two (2) days for a year-long course. The cash compensation will be \$130 for a one (1) semester or nine (9) week course and \$260 for a year-long course.

High Ability teachers will meet to discuss curriculum and program development. If these meetings occur outside the contracted teacher day, these teachers will receive an additional stipend of \$25 per hour for the meeting attendance.

H. New Teacher Orientation

Newly employed teachers shall be requested to attend a two-day new teacher orientation prior to the beginning of school. These teachers will receive the workshop compensation of \$65 for less than 4 hours a day and \$130 for more than four hours a day. The association will be given a place on the agenda.

I. Flex Time

Upon receiving prior approval from any administrator, guidance counselors shall be able to use flex time to arrange needed work days during the summer. The flex time will be accumulated by the counselor who will be responsible for keeping all records of flex time accumulated during the summer. The counselor will provide a record of the flex time accumulated to the administrator. Upon reaching a minimum of three hours and thirty minutes, the counselor may use the flex time as ½ day flex time that may be accumulated from year to year. This flex time should not be used to extend vacations and cannot be used more than two (2) days at a time. Administrators must give prior approval for the counselor to work on summer days that will be considered as flex time.

J. Workshops, Conferences, and Training Sessions

When a teacher attends a workshop, conference or training session (with prior administrative approval) outside of the normal workday, the teacher may be compensated \$65 for less than a 4hr/day at the workshop, conference, or training session and \$130 for more than a 4hr/day.

When full-time teachers are required by the School Board to attend in-service workshops during the full-time teacher's normal workday, all part-time teachers assigned to similar assignments as those full-time teachers who are required to attend the same in-service workshop outside their workday will be paid twenty-five dollars (\$25) per hour or their hourly work rate whichever is lower. When part-time teachers are required to attend a corporation sponsored in-service workshop, the teachers shall receive twenty-five (\$25) per hour or their hourly work rate whichever is lower for any portion of the in-service workshop which occurs outside the teacher's normal workday. A part-time teacher cannot be held liable for the content of a non-required workshop.

K. Camps, Overnights, and Extended Days

Teachers who stay overnight will be compensated an additional \$50/night with a maximum of \$100/activity.

L. Activity Pass

All teachers, spouses, and children will be allowed to attend all school-sponsored extra-curricular events, excluding all IHSA state tournament games and fundraising events, at no cost if the teacher presents his or her current faculty I.D

Paragraph Seven

GRIEVANCE PROCEDURE

A. **Definitions**

The application of the following definitions shall be limited to Paragraph Seven.

1. When the term "teacher" is used in the Procedure it shall mean any teacher, group of teachers, or the Association.
2. "Grievance" is defined as any allegation by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
3. "Days" unless otherwise specified shall mean all days other than Saturdays, Sundays, legal holidays, and vacation days during the calendar year.

B. **Three-Stage Grievance Procedure**

1. Any teacher who believes that he/she has a justifiable grievance may request an informal meeting with his/her principal for the purpose of arriving at a mutual satisfactory resolution of the grievance. In the event a group of teachers is involved, a small representative group of such teachers may be present, if they so desire. The principal shall schedule an informal meeting with the teacher within three (3) days after the receipt of a request thereof. Any grievance which the parties are unable to resolve informally shall be presented by the teacher in writing (formal grievance) to the principal. The formal grievance shall be dated and signed by the grieving teacher.

Within five (5) days after receipt of a formal grievance by the principal, the principal shall submit his/her decision in writing, together with the supporting reasons thereof, to the Association President for review. Within two (2) days, the Association President will respond to the principal, and the decision will be sent to the grievant.

2. Second Stage

If the grievance is not resolved at the First Stage of the Grievance Procedure, the teacher may file a written request for a meeting with the Superintendent. The meeting must be requested within five (5) days after the receipt of the decision from the principal in accordance with Stage One of the Procedure. The Superintendent, within three (3) days of the receipt of the request for the meeting, shall notify the teacher in writing of the date of said meeting, which date shall not be more than ten (10) days after the receipt of said request.

Within seven (7) days after the meeting, the Superintendent shall submit his/her decision in writing, together with the supporting reasons, to the Association President. Within two (2) days, the Association President will respond to the superintendent, and the decision will be sent to the grievant.

3. Third Stage

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the period provided in Step 2, the grievance shall, upon motion of the Association be submitted to binding arbitration before an impartial arbitrator.

The Association shall serve written notice to the Superintendent of its intent to arbitrate by submitting a copy of its Request for Arbitration Panel from the Federal Mediation and Conciliation Service (FMCS) within twenty (20) days after receiving the Step 2 answer.

The School Corporation recognizes the right of the Association to initiate a request for a panel submission and that FMCS is authorized to provide such panel upon such request.

Following submission of a panel of arbitrators to each party by the FMCS, a representative of each party shall within five (5) days of receipt of said panel cross off the names of any arbitrators who are unacceptable and number the names of those remaining in order of preference, with one being the first choice, two being the second choice and so on down the line. Within seven (7) days of receipt of the panel from FMCS, the two representatives shall confer either in person or by telephone for the purpose

of selecting the arbitrator. The arbitrators whose names have been crossed out by either party shall not be appointed. The numerical ratings of the remaining arbitrators shall be added together with the arbitrator having the lowest total numerical rating being the arbitrator who will hear the case unless that arbitrator disqualifies himself/herself. In the event an arbitrator disqualifies himself/herself, the arbitrator with the next lower total numerical rating will be requested to hear the case. This procedure shall be followed until an arbitrator is selected.

The conduct of all proceedings hereunder shall be in accord with the Code of Professional Responsibility for Arbitrators of Labor-Management Disputes as adopted by the National Academy of Arbitrators, the American Arbitration Association and the FMCS.

The cost of the arbitrator shall be defrayed as follows: one-half ($\frac{1}{2}$) by the Association and/or teacher and one-half ($\frac{1}{2}$) by the School Corporation. The hearing before the arbitrator shall be conducted at such times and in such manner as provided by the rules and regulations of the Federal Mediation and Conciliation Service unless otherwise modified by this Agreement or by the mutual agreement of the parties.

The arbitration hearing shall be a private proceeding unless otherwise mutually agreed.

The decision of the arbitrator shall be binding.

The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall decide only those issues submitted. The arbitrator may consider what can fairly be said to have been the intent of the parties if the arbitrator determines that the language was unclear and/or ambiguous. The arbitrator shall have no power to alter, add to, subtract from, or modify the terms of this Agreement. Past practices may be used in interpreting or applying the terms of the Agreement, but may not be used to change the written terms of the Agreement. The Arbitrator does not have the authority to reinstate a teacher to employment with the school corporation.

Whenever the parties agree to hold an arbitration hearing during school hours or whenever an arbitrator or the American Arbitration Association mandates the holding of such hearing during school hours, members of the bargaining unit who are scheduled to participate in such proceedings will not suffer loss of pay or credit for days of leave.

C. **General**

1. A written grievance shall be filed on the form attached and it shall contain a clear and concise statement of the grievance, the issue involved, and the specific contractual provision allegedly violated.
2. A grievance which is not filed initially in the proper stage of the Grievance Procedure or with the proper person shall be referred by the teacher or the School Corporation to the proper stage and/or proper person.
3. All data and other material not readily available to the teacher which bears on the issue raised by a grievance shall be made available by the School Corporation with any information which is relevant to the allegations set forth in the grievance and which is requested by the school administration.
4. A grievance should be filed as soon as is practicable after knowledge of the facts giving rise to the act or condition which is the basis of the grievance. In no event, however, shall a grievance cite as an alleged violation an act which occurred more than thirty-five (35) days prior to the filing of the written grievance by the teacher in the First Stage of the proceeding.
5. Failure at any stage of this Procedure to take the grievance to the next stage within the time limits specified shall be deemed to be an acceptance of the decision at that stage of the Procedure by the teacher.
6. The time limitations set forth in this Grievance Procedure may be extended only by mutual agreement of the parties involved.

7. A grievance may be withdrawn at any time.
8. If the parties mutually agree, the Association may file a grievance on behalf of any teacher at the Second Stage of the Grievance Procedure and the Association may process the grievance at each stage thereafter.
9. A teacher who is assigned to special education under the West Lake Special Education Cooperative may elect to file an informal grievance with the immediate supervisor who allegedly committed the grievance, which for the purpose of this Agreement will be either the Director of Special Education or the building principal to which the grievant is assigned. If the grievance is not resolved, the teacher may proceed to the Second Stage with the Munster Superintendent.
10. At any meeting with the principal, or at any meeting provided for in the succeeding stages of the Grievance Procedure, the teacher shall have the right to representation by the Association and the School Corporation shall have the right to have in attendance any person they deem necessary for a proper discussion of the grievance.

Paragraph Eight

SEVERABILITY AND ENTIRE AGREEMENT

A. **Severability**

In the event any provision of this Agreement is illegal by reason of legislative enactment or held to be illegal by a court of competent jurisdiction, it shall be deleted from this Agreement; but the remaining provisions shall remain in full force and effect for the duration of the Agreement. The deleted portions shall be renegotiated consistent with existing law.

B. **Entire Agreement**

The parties mutually agree that this Agreement has been executed pursuant to the provisions of IC 20-29-6 & IC 20-29-2-2 and that it contains the entire Agreement and understanding between the parties thereby superseding all previous oral or written agreements. This Agreement may not be changed or amended except by a written instrument signed by both parties.

IN WITNESS WHEREOF THE parties hereto have caused this Agreement to be ratified and executed this 29th day of October, 2018.

ON BEHALF OF THE MUNSTER TEACHERS ASSOCIATION

By: _____

ATTEST: _____

BOARD OF SCHOOL TRUSTEES OF THE
SCHOOL TOWN OF MUNSTER,
LAKE COUNTY, INDIANA

By: _____

ATTEST: _____

**Appendix A
SCHOOL TOWN OF MUNSTER
Addenda Positions**

Addenda - Salary Provisions			
Athletic Addenda - High School	Number of Positions	Addenda Salary	Total Salary
Athletic Strength Supervisor – Fall	1	\$960	\$960
Athletic Strength Supervisor – Spring	1	\$1,008	\$1,008
Athletic Strength Supervisor - Winter	1	\$1,008	\$1,008
Boys' Baseball, Varsity Head	1	\$5,611	\$5,611
Boys' Baseball, Varsity Assistant	1	\$3,484	\$3,484
Boys' Baseball, Junior Varsity	1	\$3,484	\$3,484
Boys' Baseball, Ninth Grade	1	\$3,484	\$3,484
Boys' Basketball, Varsity Head	1	\$9,580	\$9,580
Boys' Basketball, Varsity Assistant #1	1	\$5,272	\$5,272
Boys' Basketball, Varsity Assistant #2	1	\$5,019	\$5,019
Boys' Basketball, Ninth Grade Head	1	\$4,399	\$4,399
Boys' Cross Country, Varsity Head	1	\$4,619	\$4,619
Boys' Diving, Varsity Head	1	\$4,667	\$4,667
Boys' Football, Varsity Head	1	\$9,787	\$9,787
Boys' Football, Varsity Assistant #1	3	\$5,469	\$16,407
Boys' Football, Varsity Assistant #2	2	\$5,207	\$10,414
Boys' Football, Ninth Grade Head	1	\$4,509	\$4,509
Boys' Football, Ninth Grade Assistant	2	\$3,814	\$7,628
Boys' Golf, Varsity Head	1	\$5,036	\$5,036
Boys' Soccer, Varsity Head	1	\$5,146	\$5,146
Boys' Soccer, Junior Varsity	1	\$3,255	\$3,255
Boys' Swimming, Varsity Head	1	\$8,668	\$8,668
Boys' Swimming, Assistant	1	\$4,667	\$4,667
Boys' Tennis, Varsity Head	1	\$4,431	\$4,431
Boys' Tennis, Varsity Assistant	1	\$1,616	\$1,616
Boys' Track, Varsity Head	1	\$5,582	\$5,582
Boys' Track, Assistant	2	\$3,507	\$7,014
Boys' Wrestling, Varsity Head	1	\$5,582	\$5,582
Boys' Wrestling, Assistant	1	\$3,723	\$3,723
Girls' Basketball, Varsity Head	1	\$9,124	\$9,124
Girls' Basketball, Varsity Assistant	2	\$5,019	\$10,038
Girls' Basketball, Ninth Grade	1	\$4,399	\$4,399
Girls' Cheerleading, Varsity Head	1	\$4,250	\$4,250
Girls' Cheerleading, Varsity Reserve/Junior Varsity	1	\$3,232	\$3,232
Girls' Cross Country, Varsity Head	1	\$4,399	\$4,399
Girls' Dance, Varsity Head	1	\$4,363	\$4,363
Girls' Dance, Junior Varsity	1	\$2,793	\$2,793
Girls' Diving, Varsity Head	1	\$4,667	\$4,667

Girls' Golf, Varsity Head	1	\$5,036	\$5,036
Girls' Soccer, Varsity Head	1	\$5,146	\$5,146
Girls' Soccer, Junior Varsity	1	\$3,255	\$3,255
Girls' Softball, Varsity Head	1	\$5,611	\$5,611
Girls' Softball, Varsity Assistant	1	\$3,484	\$3,484
Girls' Softball, Junior Varsity	1	\$3,484	\$3,484
Girls' Softball, Ninth Grade	1	\$2,925	\$2,925
Girls' Swimming, Varsity Head	1	\$8,255	\$8,255
Girls' Swimming, Assistant	1	\$4,900	\$4,900
Girls' Tennis, Varsity Head	1	\$4,221	\$4,221
Girls' Tennis Varsity Assistant	1	\$1,616	\$1,616
Girls' Track, Varsity Head	1	\$5,860	\$5,860
Girls' Track, Assistant #1	1	\$3,681	\$3,681
Girls' Track, Assistant #2	1	\$3,507	\$3,507
Girls' Volleyball, Varsity Head	1	\$5,385	\$5,385
Girls' Volleyball, Junior Varsity	1	\$3,255	\$3,255
Girls' Volleyball, Ninth Grade	1	\$2,650	\$2,650
Summer Open Gym Supervisor	1	\$9,502	\$9,502
Summer Weight Lifting	1	\$9,502	\$9,502
Nonathletic Addenda High School			
Academic Competition Coach	2	\$1,875	\$3,750
American Sign Language Club Sponsor	1	\$1,025	\$1,025
Art Club Sponsor	1	\$1,076	\$1,076
Band, High School Director	1	\$5,811	\$5,811
Band, High School Assistant	1	\$3,720	\$3,720
Band, High School Jazz Director	1	\$1,351	\$1,351
Band Camp, Summer	2	10 days at daily rate	\$4,713
Best Buddies Sponsor	1	\$886	\$886
Chairperson, English	1	\$2,185	\$2,185
Chairperson, Foreign Language	1	\$2,185	\$2,185
Chairperson, Math	1	\$2,185	\$2,185
Chairperson, Science	1	\$2,185	\$2,185
Chairperson, Social Studies	1	\$2,295	\$2,295
Civics Club Sponsor	1	\$1,025	\$1,025
Class Sponsor, Freshman	1	\$1,264	\$1,264
Class Sponsor, Junior	1	\$2,017	\$2,017
Class Sponsor, Senior	1	\$2,017	\$2,017
Class Sponsor, Sophomore	1	\$1,616	\$1,616
Color Guard Director	1	\$1,538	\$1,538
Creative Writing Club Sponsor	1	\$650	\$650
DECA Head Coach	1	\$1,784	\$1,784
DECA Assistant Coach	1	\$889	\$889
Ensembles Director	1	\$2,715	\$2,715
Environmental Club Sponsor	1	\$650	\$650
E-Sports Sponsor	1	\$2,000	\$2,000
French Club Sponsor	1	\$1,025	\$1,025

GSA Sponsor	1	\$650	\$650
Musical, Music Director	1	\$4,548	\$4,548
National Honor Society Sponsor	1	\$1,645	\$1,645
Orchestra, Middle and High School Director	1	\$3,523	\$3,523
Ping Pong Club Sponsor	1	\$646	\$646
Poetry Club	1	\$646	\$646
Project X Sponsor	1	\$1,771	\$1,771
Publications Director	1	\$7,305	\$7,305
Read and White Club	1	\$646	\$646
Representative, Elective Departments	1	\$2,185	\$2,185
Representative, Special Education	1	\$2,185	\$2,185
Robotics Team, Head Coach	1	\$1,784	\$1,784
Robotics Team, Assistant	1	\$889	\$889
S.A.D.D. Sponsor	1	\$1,784	\$1,784
Spanish Club Sponsor	1	\$1,076	\$1,076
Speech and Debate, Assistant	4	\$4,525	\$18,100
Speech and Debate, Assistant	2	\$4,751	\$9,502
Speech and Debate, Director	1	\$3,678	\$3,678
STAND sponsor	1	\$1,784	\$1,784
Student Government Sponsor	1	\$2,780	\$2,780
Vocal Music Director	1	\$2,873	\$2,873
We the People Coach	1	\$0	\$0
Athletic Addenda - Middle School			
Basketball, 6th Grade Boys & Girls	1	\$1,858	\$1,858
Boys' Basketball, 7 th & 8 th Grade	1	\$3,313	\$3,313
Boys' Basketball, 7 th & 8 th Grade	1	\$3,155	\$3,155
Boys' Football, Eighth Grade Head	1	\$4,331	\$4,331
Boys' Football, Eighth Grade Assistant	1	\$3,633	\$3,633
Boys' Football, Seventh Grade Head	1	\$2,466	\$2,466
Boys' Football, Seventh Grade Assistant	1	\$1,939	\$1,939
Boys' Soccer, Middle School	1	\$2,347	\$2,347
Boys' Track, Middle School Head	1	\$3,064	\$3,064
Boys' Track, Middle School Assistant	1	\$1,697	\$1,697
Boys' Wrestling, Eighth Grade Head	1	\$3,064	\$3,064
Boys' Wrestling, Eighth Grade Assistant	1	\$2,253	\$2,253
Cross Country, Head Coach 6th, 7th, and 8th Grade Boys and Girls	1	\$1,839	\$1,839
Cross Country Assistant, 6th, 7th, and 8th Grade Boys and Girls	1	\$1,290	\$1,290
Girls' Basketball, 7 th & 8 th Grade	1	\$3,313	\$3,313
Girls' Basketball, 7 th & 8 th Grade	1	\$3,155	\$3,155
Girls' Cheerleading, Middle School	1	\$3,155	\$3,155
Girls' Dance, Middle School	1	\$2,350	\$2,350
Girls' Soccer, Middle School	1	\$2,347	\$2,347
Girls' Track Middle School	1	\$3,064	\$3,064
Girls' Track Middle School Assistant	1	\$1,697	\$1,697
Girls' Volleyball, 7 th & 8 th Grade	1	\$2,350	\$2,350
Girls' Volleyball, 7 th & 8 th Grade	1	\$2,237	\$2,237

Weight Training	1	\$1,286	\$1,286
Nonathletic Addenda Middle School			
Academic Competition Coach	1	\$1,286	\$1,286
Art Club, Middle School Sponsor	1	\$1,031	\$1,031
Band, Middle School Director	1	\$1,506	\$1,506
Band Middle School Assistant	1	\$753	\$753
Band, Middle School Jazz Director	1	\$1,351	\$1,351
Choir, Middle School	1	\$983	\$983
Computer Club Sponsor	1	\$983	\$983
Drama, Middle School Director	1	\$1,351	\$1,351
Environmental Science Club	1	\$1,031	\$1,031
GT Choir	1	\$1,000	\$1,000
H ₂ O Club	1	\$983	\$983
Math Counts Coach	1	\$1,225	\$1,225
Newspaper Sponsor	1	\$2,835	\$2,835
Science Olympiad Coach	1	\$1,529	\$1,529
Reality Store Director	1	\$511	\$511
Student Council Sponsor	1	\$2,350	\$2,350
Yearbook Coordinator	1	\$2,835	\$2,835
Addenda Elementary			
Elliott Young Astronaut Club Sponsor	1	\$1,044	\$1,044
GT Art	3	\$1,000	\$3,000
GT Dance	1	\$1,000	\$1,000
GT Music	2	\$1,000	\$2,000
K-Kids, Elementary Sponsor	3	\$575	\$1,725
Lego League	1	\$1,000	\$1,000
Math Bowl	3	\$335	\$1,005
Orchestra, Elementary Director	1	\$1,089	\$1,089
Outdoor Science Lab, Elementary	3	\$381	\$1,143
Science Bowl	3	\$335	\$1,005
Spell Bowl	3	\$335	\$1,005
District Addenda			
Chess Club, District	1	\$1,000	\$1,000

The number of addendum positions listed above is included for reference only and is not a subject of bargaining.

The School Town of Munster shall pay the teacher's portion of the TRF on addenda pay.

Teachers may request that an addenda position be divided between two or more people and the building principal/administrator may grant this request at his or her discretion. The salary will be divided equally.

If an addendum is filled at a time after the normal starting time for that addendum, the stipend may be prorated by mutual agreement of the administration and the MTA.

No sponsor or coach will necessarily receive the full contractual payment for holding two positions in the same program with concurrent seasons. Any reduced and equitable payment will be mutually agreed upon by the MTA and the Administration.

APPENDIX B

SCHOOL TOWN OF MUNSTER
GRIEVANCE REPORT FORM

GRIEVANT _____ DATE FILED _____

BUILDING _____

ASSIGNMENT _____

- A. DATE CAUSE OF GRIEVANCE OCCURRED _____
- B. CLEAR AND CONCISE STATEMENT OF GRIEVANCE
- C. PARAGRAPH OF CONTRACT VIOLATED _____
- D. RELIEF SOUGHT

Signature of Grievant

APPENDIX C

FLEX TIME RECORD

DATE OF APPLICATION FOR FLEX TIME APPROVAL _____

COUNSELOR _____

NAME OF ACTIVITY _____

DATE OF ACTIVITY _____

BEGINNING TIME OF ACTIVITY _____

ENDING TIME OF ACTIVITY _____

TOTAL TIME SPENT IN ACTIVITY _____

_____ APPROVED

_____ NOT APPROVED

ADMINISTRATOR'S SIGNATURE

DATE

The counselor will provide a photocopy of this record to the administrator in charge of the activity, but only the counselor's records will verify flex time.