

**BEFORE THE  
INDIANA EDUCATION EMPLOYMENT RELATIONS BOARD**

HAMMOND TEACHERS' FEDERATION	)	
	)	
Exclusive Representative / Petitioner,	)	
	)	
And	)	Case No: U-24-07-4710
	)	
SCHOOL CITY OF HAMMOND	)	
	)	
School Employer / Respondent.	)	

**RESPONDENT'S OBJECTION TO PETITIONER'S MOTION TO STAY**

COMES NOW the Respondent, School City of Hammond ("School Corporation"), by counsel, and for Respondent's Objection to Petitioner's Motion to Stay, alleges and states:

1. On November 14, 2024, Petitioner filed its Motion to Stay the impasse deadlines established in Indiana Code 20-29-6 et seq.
2. Indiana Code 20-29-6-12 establishes that the formal collective bargaining process in Indiana begins on September 15 and runs for sixty (60) days.
3. If, at any time after at least sixty (60) days following the beginning of formal bargaining collectively between the parties, an impasse is declared, Indiana Code 20-29-6-13 requires the Indiana Education Employment Relations Board ("IEERB") to appoint a mediator.
4. Petitioner admits in its Motion for Stay that the parties bargained, successfully ratified, and uploaded an approved collective bargaining agreement with IEERB ("Current CBA") for the 2024-2025 school year.
5. At no time during the formal negotiations for the Current CBA did either party declare impasse.
6. Petitioner's attempt to declare impasse at this late date, after negotiating and

ratifying the Current CBA for the 2024-2025 school year, demonstrates that the parties are not, in fact, at impasse and constitutes bad faith bargaining.

7. Petitioner alleges that Respondent unilaterally determined that teachers would be required to “pick up the entire of the premium increase” in an alleged departure from “past practice”.

8. Negotiations for the 2023-2024 CBA were protracted due, in part, to Indiana’s Distressed Unit Appeals Board (“DUAB”) directive to Respondent to develop a financial corrective action plan to reduce deficit spending and expenses or face possible state control of the district.

9. One major cost center for the School Corporation identified for reduction was the amount contributed for teacher health insurance pursuant to Section 14.1 of the 2023-2024 CBA.

10. Section 14.1(b) of the 2023-2024 CBA established defined contributions for both the Board and the teacher:

*[During calendar year 2022] The Board shall provide \$7,469.76 annually toward the cost of a single membership in the School City of Hammond health insurance Plan B (High Deductible Health Plan) for any teacher choosing the single plan. The Board shall provide \$21,198.56 annually toward the cost of a family membership in the School City of Hammond health insurance Plan B (High Deductible Health Plan) for any teacher choosing the family plan.*

*[Effective January 1, 2019] A full-time teacher 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. The Board shall make an annual contribution of \$750.00 into the Health Savings Account (HSA) on behalf of any teacher 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 teacher electing to participate in the Family High Deductible Health Plan.*

11. The cost of both the single and family premiums in effect during the 2023-2024 negotiations exceeded the combined total of the Board and teacher contributions specified in the

CBA. As a result, Respondent was required to pay approximately \$20 million dollars more for teacher health insurance than it was contractually obligated to pay. Not surprisingly, Petitioner did not object to Respondent paying this additional cost for teacher health insurance.

12. Cost saving measures considered by the parties during the protracted negotiations for the 2023-2024 CBA included moving to the health insurance plan offered by the State of Indiana and changing certain plan design features of the current health insurance.

13. Petitioner strenuously objected to moving to the health insurance plan offered by the State of Indiana and refused to consider any cost-saving plan design changes.

14. In exchange for Respondent's agreement not to force teachers to move to the State of Indiana's health insurance plan or require changes to the exist plan design, Petitioner agreed to remove the cap on teacher contributions for health insurance in Section 14.1(b).

15. Section 14.1(b) of the ratified 2023-2024 CBA was amended to read:

*Effective May 1, 2024, the Board shall make the lesser contribution of either all but \$1.00 of the total premium or \$9,120 annually toward the cost of a single membership in the health insurance plan mutually agreed to by the parties for any teacher choosing a single plan. The Board shall make the lesser contribution of all but \$1.00 of the total premium or \$27,280 annually toward the cost of a family membership in the health insurance plan mutually agreed to by the parties for any teacher choosing a family plan.*

16. Notably, the parties also negotiated and agreed to include the following health insurance reopener language in Section 14.1(b):

*In the event the Board's health insurance contributions are found to exceed the maximum allowable contributions under Indiana Code 20-26-17-3, the parties agree they will meet and renegotiate the Board's contributions to comply with state law.*

17. Petitioner did not ask nor seek to include any language providing for an increase in the Board's contribution for teacher health insurance in the 2024-2025 CBA.

18. Petitioner did not request to meet in person with the Respondent during

negotiations for the 2024-2025 CBA nor did Petitioner attempt to negotiate an increase in the Board's contribution for teacher health insurance.

19. In fact, at no time during the negotiations for the 2024-2025 CBA did Petitioner request to negotiate any change in the Board's contribution to teacher health insurance premiums.

20. Petitioner has waived its right to negotiate any change in Respondent's 2024-2025 contribution for teacher health insurance premiums.

21. Petitioner is attempting to renege on its promise in the amended language of Section 14.1(b) of the 2023-2024 CBA to pay a greater share of health insurance premiums.

22. For these reasons, Respondent objects to Petitioner's attempt to renege on its promise in Section 14.1(b) the 2023-2024 CBA through this Motion to Stay and asks that the Hearing Examiner deny Petitioner's Motion to Stay.

WHEREFORE, Respondent, School City of Hammond, by counsel, respectfully requests that the Hearing Examiner DENY Petitioner's Motion to Stay and for all other proper relief.

Respectfully Submitted,

LEWIS & KAPPES, P.C.

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CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that a copy of the foregoing document has been served upon the following party via electronic mail on November 19, 2024.

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