

AGREEMENT

Between

THE BOARD OF EDUCATION

of the

School District of the City of Hamtramck

and

THE HAMTRAMCK FEDERATION OF TEACHERS

Local 1052

American Federation of Teachers AFL-CIO

on behalf of the

Paraeducators and Auxillary Educational Employees

July 1, 2022

To

June 30, 2025

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DEFINITIONS

- A. The term “school” includes any work location or functional division or group in which a grievance may arise.
- B. *The term “Paraeducator” shall mean Classroom Highly Qualified Paraeducator, Special Education Paraeducator, Adult Education Site Coordinators , Office Assistants, Library/Media Aide, PRC Aide, CTE Paraeducator, Student Advocate, and vocational aides.*
- C. Whenever the singular is used, it is to include the plural.
- D. The term “grievance” shall mean an alleged violation, misapplication or, misinterpretation of any provision of this agreement.
- E. The term “teacher representative” shall mean the teacher *or Paraeducator* in a school designated by the union to represent all *bargaining unit members* in that school, or his designated alternative.
- F. The term “union representative” shall mean the member designated by the Union to represent the bargaining units.
- G. The term “superintendent” shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place instead, or the individual whose actions have been ratified by the superintendent.
- H. The term “Board” shall mean the Board of Education of the Hamtramck School District.
- I. The term “this agreement” shall mean the agreement itself, together with all exhibits incorporated therein by reference.

ARTICLE I

RECOGNITION

Section 1. - THE BARGAINING UNIT

- A. The District recognizes the Union as the sole and exclusive bargaining representative for the Paraeducators and Auxiliary Educational Employees including Highly Qualified Classroom Paraeducators, Special Education Paraeducators, Adult Education Site Coordinators, Office Assistants, Library/Media Aides, PRC Aides, CTE Paraeducators, Student Advocate and Vocational Aides working in the District.
- B. The employer agrees to notify the Union of new transfers from one building to another building of employees within this specific unit. The names of any employee transferred shall be provided to the Federation semi-annually, within two weeks of the beginning of each semester. Such a list shall include classification and site location.

ARTICLE II

FEDERATION RIGHTS

Section 1. - UNION MEETINGS

- A. The Union shall have the right to schedule and conduct meetings of *union members* in each school in a place that will not disrupt normal after-school activities. All union meetings shall be held after regular working hours.
- B. The administrative staff shall not schedule meetings, *trainings or other duties* after school at which *paraeducators are expected to participate* on the 2nd Tuesday of each month so that *paraeducators* may attend the monthly membership meetings of the Federation.
- C. Building administrator shall be notified of the time and place of union meetings taking place on district property, 48 hours in advance of union meetings.

Section 2. - UNION AND TEACHER REPRESENTATIVES

- A. The Union may designate one (1) *union member* in each school building as the official spokesman for all *bargaining unit members* in that building for the purposes of dealing with the principal of that school building on union or employee issues. The Union shall advise the principal of the identity of the *building* representative.
- B. The Union may designate a *union member* within the system as the official spokesman for all *bargaining unit members* in dealing with the administration on union or employee issues and shall advise the Superintendent of the identity of the Union representative.

Section 3 - UNION DAYS

- A. There shall be forty-five (45) days combined for the HFT Collective Bargaining Units for union business to be used by *union members* authorized by the union.
- B. No union member other than the president, vice-president and three negotiating team members shall be granted more than five (5) union days per year.
- C. No more than five (5) union members shall be approved by the Union Executive Board for any one date.
- D. The Union will notify the District at least three (3) days prior to the use of Union Day(s)
- E. The Union will notify the Finance Director of the names, date and reason for union days requested. The District will then calculate the retirement portion of the cost for all union days requested and submit a bill to HFT for payment.
- F. Union days may not be used by any member other than the President the day before or the day after a holiday or district break with justification.

ARTICLE III

BOARD RIGHTS AND RESPONSIBILITIES

Section 1. BOARD RIGHTS

- A. Both parties to this Agreement recognize that because of limitations which apply, and for sound business practices in the operation of the schools, the Board of Education has the responsibility of limiting expenditures to reasonably anticipated revenue.
- B. The Board and the Union agree that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan.

1. To executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
2. To hire all employees and subject to the provisions of the law, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all employees.
3. To determine duties, responsibilities, and assignments of employees with the respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authorities under the Michigan School Code or any other national, state, county, district or local laws or regulations as they pertain to education.

Section 2. DUTIES TO UNION

- A. INFORMATION FOR COLLECTIVE BARGAINING - The District shall make available to the Union upon its request, any and all information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of the Agreement, to the extent to which such material is readily available or is reasonable to be obtainable, except that personnel files shall not be made available to the Union without the consent of the individual.
- B. AGENDAS AND MINUTES OF BOARD MEETINGS - The Board will provide the Union with three (3) copies of the minutes of the previous meeting and the agenda for the next meeting on the Friday before such meeting. Unless they involve confidential information, copies of enclosures added to such minutes or agenda shall also be provided to the Union.
- C. MEETINGS WITH THE UNION - The Superintendent or his designee shall meet, if requested, at least once a month with the Union Representatives and not more than two (2) additional *union members* designated by the Union to discuss special problems and matters of educational policy and development. The time and place of the meeting will be mutually agreed upon by the Superintendent and the Union representatives making the request.
- D. BULLETIN BOARDS AND MAILBOXES - The Union shall be provided with bulletin board space at each school to post notices and other Union materials. The Union may also place union notices and other union materials in *Paraeducators'* mailboxes. The Union shall be responsible for the posting and placing of such materials and contents thereof.

ARTICLE IV

PARAEDUCATOR RIGHTS AND RESPONSIBILITIES

Section 1. Employee Attire

Employee attire should be appropriate and semi-professional at all times.

Section 2. PARAEDUCATOR'S WORK DAY

- A. *Paraeducators* must sign themselves in and out at the designated area daily to reflect the actual hours worked. Employees must sign in at the beginning of the day, out and in for lunch, and out at the end of the day. Failure to sign in each day will result in the employee not being paid until the following check date. Employees are not allowed to sign in and out for the entire day all at once.
- B. *All Paraeducators* must be given the following break in their work period:
 - 1. Meal Break: Employees who work six (6) consecutive hours per day or more must take a 30-minute unpaid meal break. Meal breaks will be scheduled by the building Principal/Director and will be done so according to program needs and to divide the working day into two equal working segments, insofar as it is possible and desirable to do.
 - 2. Employees may not elect to omit meal breaks in order to leave work before their normal quitting time or to start work later than the normal scheduled work day. In the rare event of an emergency situation, the employee would need prior authorization from their building Principal/Director.

Section 3. HOURS OF WORK

- A. The Director/Building Principal will determine each employee's work schedule. Those schedules will be based on program/building needs as well as on the number of hours approved by the Board of Education. Daily duties and responsibilities are subject to change.
- B. No Paraeducator shall have his or her work hours reduced to create additional positions or to add another employee with fewer hours.
- C. The work year for classroom Paraeducators shall be all student attendance days to include professional development days and excluding records days for the portion of the day that there are not students in attendance. Conference days may be extended to paraeducators by the Principal/Director based on need. Adult Ed Site Coordinators work 240 days (off the month of July). All other employees in this unit will have a work year based on the student attendance days.
- D. On rare occasions, there may be a need to work over the number of scheduled hours. Hours worked over the number of scheduled hours must be preapproved by the building Principal/Director and are paid at the same hourly rate up to forty hours per week.
- E. Special Education Paraeducators may work UP TO 35 hours per week.

Section 4. ABSENCE FROM WORK

Hamtramck Public Schools expects each employee to be in attendance during his/her scheduled work hours. Punctuality in reporting to work at the start of the workday and after lunch is expected.

- A. Employees must call their building Principal/Director or his/her designee at least one hour before their scheduled start time if they will be late or absent.
- B. If an employee is absent from work without having the approval of the building Principal/Director or without notifying the building Principal/Director before the start time on the date of absence he/she will be considered absent without pay. Employees will not be paid for any period they are absent without proper notification as stated above. Employees who are absent without proper notification may be subject to disciplinary action.

- C. In the event an employee fails to report to work for three (3) consecutive days and does not properly inform his/her building Principal/Director of such absences, the action may be considered by the Hamtramck Public Schools as a voluntary resignation without the employee having given proper notice.
- D Excessive or habitual tardiness and/or absenteeism may be cause for disciplinary action, up to and including termination. Excessive tardiness is defined as “being late to work and coming back late from breaks, or lunch, more than six times in any three month period without calling the Principal/Director as required in Section 4A. An employee may be terminated for tardiness after they have been cautioned for the need of improvement.
- E Any employee who is absent from their duties in excess of the number of day contractually provided and has shown a pattern of abuse may be disciplined as follows:
- 1st Occurrence – Verbal Warning
 - 2nd Occurrence – Written Warning
 - 3rd Occurrence – 2nd Written Warning
 - 4th Occurrence - Termination

Section 5. STAFF DEVELOPMENT

- A. The District shall encourage paraeducators to attend selected professional conferences with expenses paid by the District. A paraeducator’s request to attend conferences shall be presented to the Building Principal/Director and to the Superintendent of schools, for his/her approval.
- B. Internally staff development will consist of orientation to the district, supervisory conferences between the employee and the supervisor, periodic performance reviews and on-the-job training. District in-services will also be made available to appropriate paraeducators as determined by mutual agreement between administration and the Union as in-service topics are scheduled.
- C. Any member of the paraeducator unit who presents during a Professional Development (PD) shall receive a \$100 stipend per PD, plus three (3) hours to prepare at their hourly rate. Stipend will be limited to two (2) PD’s per school year, to be implemented on a rotational basis amongst Paraeducator staff.

Section 6. EMPLOYMENT FILES

- A. The employee shall have the right to inspect any material placed in the employee’s personnel file. Employees shall have the right to review their personnel file in the presence of the Personnel Secretary upon written request and within 3 days of this request. The employee shall have the right to submit a written response to any materials in their file and have the response attached to the file copy. The Paraeducator shall be permitted to reproduce any material in his/her file.
- B. No material of a disciplinary nature shall be placed in the file unless the Paraeducator has personally received, in hand, a copy of such material from the administrator, and such material expressly states that it will be placed in the Paraeducator’s file. The Paraeducator shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material and does not indicate agreement with its content. If the Paraeducator refuses, that fact shall be noted on the document.

C. Employee Performance

An annual written evaluation of the employee's work performance will be provided by his/her Principal/Director prior to May 15. The objective of the evaluation is to promote individual growth and development. The evaluation process shall provide an opportunity for the supervisor and the employee to exchange views and offer constructive suggestions for improving procedures in delivering quality services.

Section 7. COMMUNITY CENTER FACILITIES

Employees in the Paraeducator Unit shall have free access to the work out, racquet court, and locker room facilities.

Section 8. RIGHT TO DISCONNECT

- A. It is optional for employees to download any work-related communication app. or software to their own personal devices.
- B. It is optional for employees to respond to any work-related communication outside of contractually agreed upon work hours.
- C. In cases of communication related to an emergency (adverse weather, death, credible threats on Lightspeed [or comparable programs], building emergencies) it is reasonable to expect affected staff to respond in accordance with district policies and protocols.

ARTICLE V **SENIORITY**

Section 1. DEFINED

- A. Seniority shall be years of continuous employment from the first date when the

Paraeducator assumed duties. When Paraeducator have the same hire date, their place on the seniority list shall be determined by a lottery to be conducted jointly by the District and the Union within ten (10) school days after the start of the school year.

- B. A seniority list by group divisions will be provided, indicating seniority within that group division. The group divisions shall be as follows:
 - 1. Grade 1 – Office Assistant, Vocational Aide, Library/Media Aide, PRC Aide
 - 2. Grade 2 – Highly Qualified Paraeducator, CTE Paraeducator and Student Advocate
 - 3. Grade 3 – Special Education Paraeducators
 - 4. Grade 4 – Adult Ed. Site Coordinator

Seniority will be based on employment date; in the event of a tie, seniority will be determined by lottery.

- C. District wide seniority shall be broken by discharge, voluntary quit and layoff. In the event of a layoff, seniority will be suspended with no usage until such time

that the employee has been recalled. Seniority will be frozen during layoff.

Section 2. PROBATIONARY PERIOD

- A. New employees will serve a 90 calendar days introductory period and will be evaluated after the first 45 days and 90 calendar days. During this period, the employee and the building Principal/Director will determine whether the employee can satisfactorily meet the requirements of the position and whether the employee wishes to continue in the position. When an employee has finished the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority for the ninety (90) days prior to the day he completed the probationary period. There shall be no seniority among probationary employees.
- B. If, during the period, the determination is made that the relationship is not in the best interest of the employer or the employee, employment may be terminated without right of appeal. New employees, while in their probationary period, may be terminated and/or disciplined without recourse to the grievance procedure. They shall be represented by the Union for all purposes under this agreement during the probationary period, except that no protest may be entered against termination and/or discipline during said probationary period.
- C. Probationary employees do not have a right to the grievance procedure. Summer months between the close of the school year and the opening of the next school year will not be counted toward the probation period for this bargaining group.

ARTICLE VI TRANSFERS, VACANCIES, OPEN POSITIONS AND ASSIGNMENTS

- A. Promotions, transfers, vacancies, choice of open positions and assignments within the bargaining unit will be filled according to ability, attendance and qualifications. If ability, attendance and qualifications are equal in the opinion of the Employer, seniority will be considered. The decision of the Superintendent shall be final and shall be based upon the above procedure.
- B. Job vacancies will be posted for a period of ten (10) calendar days on the District Website and in each building. Employees interested shall apply within the ten (10) calendar day posting period. The internal person awarded the position shall be given a sixty (60) calendar day trial period. If the employee is performing unsatisfactory in the new position, the employee shall be returned to his/her prior position.
- C. Paraeducator who will be transferred or reassigned shall be given sufficient notice of such transfer or reassignment as soon as feasible. Unless notified, it shall be presumed that Paraeducator will continue their present assignment. Paraeducator who intend to separate employment with the school system shall give a fourteen (14) day notice. Failure to give required notice may jeopardize opportunity for future employment.

- D. When a new job is placed in a unit and cannot be properly placed in an existing classification, the District shall notify the Union prior to establishing a classification and rate structure. In the event that the union does not agree that the description and rate are proper, it shall be subject to negotiations.

ARTICLE VII
DISCHARGE AND SUSPENSIONS

Section 1.

In the event of consideration of dismissal, discharge or suspension, a meeting will be held with the employee and his/her representation. The Employer shall not dismiss, discharge or suspend any employee whose name appears on a seniority list without just cause. In the case of dismissal, discharge or suspension, The Union Representative shall be advised of the reasons for the dismissal, discharge or suspension as soon as possible. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the Union.

Section 2.

All disciplinary suspensions shall be without pay. A Suspension during an investigative period shall be paid. No suspension shall be in effect for a period of more than ten (10) working days.

ARTICLE VIII
LAYOFF AND RECALL

Section 1. LAYOFF DEFINED

The Board of Education reserves the right to lay-off for lack of work or funds, or the occurrence of conditions beyond the control of the School District; or when such continuation of work would be unproductive; provided such actions do not conflict with the terms of the Agreement.

Section 2. LAYOFF AND RECALL

If it becomes necessary for a lay-off, the following procedure will be followed:

- A. Within group/division, probationary employees will be laid off first.
- B. Seniority employees will be laid off according to qualifications, good attendance and ability to perform their duties with Superintendent having the first right of assignment.
- C. Any laid off employee will be offered any existing job vacancy he/she can perform prior to the employer accepting new hires.
- D. If a Paraeducator is required to return to a position from which he/she has been laid off, he/she shall have full system wide seniority in that position immediately.

Section 3. RECALL PROCEDURE

- A. Paraeducator shall be eligible for recall in the year he/she was laid off and through the following school calendar year according to Qualifications, good attendance and ability to perform the duties with Superintendent having first right of assignment.
- B. An employee laid-off shall be given (7) calendar days notice of recall by mail to his last

known address. In the event the employee fails to make himself available for work at the end of said seven (7) calendar days, he shall lose all seniority rights under this Agreement.

ARTICLE IX **GRIEVANCE PROCEDURE**

Section 1. - PURPOSE

The fundamental purpose of the grievance procedure is to resolve grievances and complaints in an equitable manner at the earliest step and to eliminate the source of them.

Section 2. - BARGAINING COMMITTEE

The Bargaining Committee shall consist of a membership not to exceed five (5) members including the president of the Union.

Section 3. - UNION RIGHTS

The Union shall be notified of any meetings between a Paraeducator and administration at which disciplinary action against a Paraeducator is to be discussed or taken. No Paraeducator shall be disciplined or reprimanded without just cause.

Section 4. - TIME IN WHICH TO FILE GRIEVANCE

Grievances shall be considered waived unless filed, in writing, within Ten (10) days of the grievable offense. Days used in the grievance procedure shall include Monday through Friday and exclude Saturdays, Sundays and Holidays.

Section 5. - INFORMAL CONFERENCE

An alleged grievance shall be discussed first with the principal and/or his designee with the object of resolving the matter informally. The opportunity to be present shall be extended to the teacher/Paraeducator representative and or Union designee.

Section 6. - FORMAL PROCEDURE

STEP 1. - PRINCIPAL, Paraeducator AND *TEACHER*/Paraeducator REPRESENTATIVE

If the grievance has not been resolved informally, the aggrieved Paraeducator may present his grievance in writing in duplicate to the office of the principal within ten (10) business days following the act or condition which is the basis of the grievance. Thereafter, the grievance shall be discussed with the principal or his designee within three (3) business days after delivery of the grievance to his office. Within three (3) business days after delivery of the written grievance to the principal, the grievance shall be discussed by the principal or his designee with the aggrieved Paraeducator and the *teacher*/Paraeducator representative. If it has not been resolved by agreement, the principal or his designee shall, within two (2) business days following this meeting, write his decision together with supporting reasons on the grievance and return it to the *teacher*/ Paraeducator representative. The Union may send it to STEP 2 by delivering it to the office of the Superintendent within five (5) business days after receiving the grievance from the principal.

STEP 2. - SUPERINTENDENT AND BARGAINING COMMITTEE

Within five (5) business days after the grievance has been received by the office of the Superintendent, the grievance shall be discussed at a meeting of the Superintendent and the Bargaining Committee and such representatives as either party may desire with the intention of resolving the grievance with an agreement. If an agreement is reached, it shall be written on the grievance and the Superintendent and the chairman of the Union Bargaining Committee shall sign it. If no agreement is reached, the Superintendent shall write on the grievance his denial of it together with his supporting reasons within the second business day following this meeting and return it to the Chairman of the Union Bargaining Committee. If the Union is dissatisfied with the results of this meeting the Union may proceed to STEP 3.

A grievance shall be deemed withdrawn and waived by the Union and the grievant if the grievance is not filed or pursued to the next step within the time frames of each step.

A non-response by the District to a grievance shall be considered a rejection of the grievance. The time to respond to the next step after such rejection shall begin on the day after the District's response was due to the Union.

STEP 3. - BINDING ARBITRATION

Within five (5) business days after the completion of STEP 2, the Union shall notify the District of its intention to proceed to arbitration. If the District and the Union do not select an arbitrator within five (5) business days after this notification, the Union may refer the grievance to the American Arbitration Association for binding arbitration. The dismissal of probationary Paraeducator shall not be a proper subject for arbitration. The arbitrator shall not add to, nor subtract from the terms of this Agreement. Both parties agree to be bound by the decision of the arbitrator. The expenses of the arbitration shall be borne by the party against whom the decision was rendered.

Section 7. –DAMAGES –

In the event of reinstatement, any award of backpay shall be reduced by a grievant's interim earnings. Interim earnings includes but is not limited to unemployment compensation, workers' compensation, income received from other employment and any other disability payments.

Section 8. WAIVER OF STEPS

If a grievance is of such a nature and character that it may affect more than one member of the bargaining unit, or if there is a deviation, misapplication or misinterpretation of this Agreement, the Union on its own, may file the grievance directly at STEP 2.

ARTICLE X **PAID LEAVES OF ABSENCE**

Section 1. Holidays

Employees will be paid for the following holidays:

- *Labor Day*
- *Thanksgiving Day*
- *Christmas Day*
- *New Years Day*
- *Martin Luther King, Jr. Day*
- *President's Day*
- *Good Friday*
- *Memorial Day*
- *Eid Al-Fitr (when occurring during the school year)*
- *Eid Al-Adha (when occurring during the school year)*

Christmas Day, New Year's Day and Eid will be paid at 50 percent of the employee's regular work hours, even if they fall on a weekend.

Holiday hours will be counted in accordance with employee work hours. Employees will receive holiday pay in accordance to their average daily work hours. Employees who have an unauthorized absence the day before or the day after a district break in which a holiday falls will not be paid for that holiday.

Section 2. Personal Business Days

- Employees will receive 3 Personal Days per school year. A day shall be counted in accordance with the hours worked.
- Support staff will receive Personal Days in proportion to their average daily work hours.
- No Personal Days will be granted the day before or the day after a school holiday.
- Personal Days will not be granted the first week or the last two (2) weeks of the school year.
- Unused Personal Days will be added to the sick bank
- Unused Personal Days will not be paid out at the end of a school year.

Section 3. SICK DAYS

Paraeducator shall earn 1 sick day per month wherein at least 11 days have been worked from September thru June for a total of 10 sick days per. (June is excluded from 11-day provision).

Employees may accumulate unused sick days for use as either sick days, or for severance at retirement in accordance with Article XII. Employees may bank up to 75 days.

For each sixty (60) working days of attendance an employee shall receive one (1) additional added to his/her sick bank. To receive the 60 Consecutive Work Days bonus, an employee must work the consecutive days necessary to receive the bonus that means, you must be at work during the consecutive day tracking. Any sick, vacation or personal days used during the tracking period will not be counted towards the consecutive day bonus. Employee must be at work for full days in order to count the consecutive day bonus.

Section 4. EMERGENCY BUILDING/DISTRICT CLOSURES:

- A. If the District cancels school due to inclement weather (snow, wind, ice, extreme heat, etc.), or any other short term (2 days or less) emergency, staff shall not be required to report to the buildings or to pivot to virtual learning. Note, this provision will be voided if the district has exceeded the allotted number of days allowed by the State and may have days added to the school calendar. In case of long-term closure (more than two days), staff may be required to report to work (in person or virtually), as the district deems necessary.
- B. The district agrees to notify staff (via phone tree, text, email, social media, District websites, Communications, and other local building communication platforms) as early as possible of any school closing so as to prevent unnecessary travel by staff.
- C. Snow days will be paid. If snow days are paid to the employee and the days need to be made up, the employee will not be paid any additional pay for the days that are required to be made up.

Section 5. BEREAVEMENT LEAVE

Employees shall be allowed five (5) consecutive days leave with pay, due to the death of an immediate family member. (Note: Immediate family consists of: father*, mother*, husband, wife, son*, son-in-law, daughter*, daughter-in law, sister, brother, father-in-law, mother-in-law, grandfather*, grandmother, grandson, granddaughter and legal guardian with verification**). (*Indicates including step). **The Superintendent or designee shall prescribe the procedures for applying for and documenting such leave.

Section 6. Jury Duty

Paraeducators who are required to appear for jury qualifications or serve on a jury shall receive their regular *pay* from the District for such days providing they present their jury duty paycheck to the District.

ARTICLE XI
UNPAID LEAVES OF ABSENCE

Section 1. MILITARY LEAVE

- A. A military leave without pay shall be granted to any Paraeducator who may enlist or be inducted into the armed forces of the United States. Upon returning from service, the employee shall be assigned to his/her previous position or to one of comparable rank in the school system. The written request for return from military leave must be supported by competent proof that said person has an honorable separation from military service. The application for reinstatement must be presented within ninety (90) days from said release or discharge.

B. Seniority will be frozen during this time.

Section 2. UNPAID LEAVE OF ABSENCE

- A. Leave of absence for periods of one (1) year shall be granted without loss of seniority for:
 - 1. Illness leave (physical or mental).
 - 2. Maternity Leave
- B. An employee returning from a leave of absence of one (1) year in duration upon their return to service shall be placed in an open position for which he/she is qualified within his/ her group. If there is no open position the employee with the lowest seniority in that group shall be laid off to make room for the returning employee.
- C. An employee returning from a leave of absence shall notify the Superintendent of such fact no later than thirty (30) calendar days prior to the expiration of that leave. Failure to supply such a notice to the Superintendent shall be deemed evidence of the employee's intention not to return to the employ of the School District and therefore, relieve the Board of further obligation for re-employment.
- D. Seniority will be frozen during this time.

Section 3. UNION LEAVE OF ABSENCE

Paraeducators who are elected or appointed to full-time positions with the Union, AFT, AFT-MI or with the AFL-CIO with which it is affiliated upon proper application will be granted unpaid leaves of absence for the purposes of accepting those positions. Upon their return to service, the employee shall be placed in an open position for which he/she is qualified within his/her group. If there is no open position, the employee with the lowest seniority in that group shall be laid off to make room for the returning employee. To maintain his/her seniority, a Paraeducator who is on such leave of absence must notify the School District within thirty (30) days of the anniversary date of his/her leave of absence that he/she wishes to remain on such leave or will return to active employment. Employment by Union leaves are limited to two (2) years. Seniority will be frozen during this time.

ARTICLE XII
SEVERANCE

Up to Seventy-five (75) accumulated days in an employee's bank will be paid only at retirement from the district. A Final Salary Affidavit from ORS must be provided to the district before severance will be paid out. Severance will be paid at the employee's hourly rate at the time of retirement.

Employees who have ten (10) years of service in the District by the first day of the school year shall receive longevity pay during the first week of December that is not a regular pay week. Service is defined as any employment with the district. Any gap in service cannot exceed one (1) year.

- After 10 years, the following rate shall apply: \$350
- After 15 years, the following rate shall apply: \$500
- After 20 years, the following rate shall apply: \$650
- After 25 years, the following rate shall apply \$900

ARTICLE XIII
UNEMPLOYMENT COMPENSATION

The Unemployment Commission has determined that school employees are NOT eligible for summer unemployment compensation when they are "reasonably assured" that they will be returning to that position in the fall. If, however, an employee is laid off then unemployment compensation may be claimed.

ARTICLE XIV
DENTAL, VISION, LIFE INSURANCE AND LONG TERM DISABILITY

- A. Dental
The District will provide to all employees scheduled to work 30 hours or more per week dental coverage with employee paying 20% of premiums and district paying 80%.
- B. Vision
The District will provide to all employees scheduled to work 30 hours or more per week vision coverage with employee paying 20% of premiums and district paying 80%.
- C. Life Insurance
The district will provide to all employees scheduled to work 30 hours or more per week with a life insurance policy at the rate of twenty thousand dollars.
- D. Long Term Disability
The District will provide to all employees scheduled to work 30 hours or more per week Long Term Disability coverage with a waiting period of (90) ninety calendar days from the first date of disability and benefits of sixty (60) percent of the normal monthly earnings to a maximum benefit of One Thousand Five Hundred and no/100 (\$1,500) dollars per month. Upon becoming eligible for Long Term Disability the employee will receive long term disability benefits from the insurance company. The employee has the responsibility to file the proper disability applications in a timely manner. Following the ninety (90) day waiting period, the unexpended sick days of the employee will remain in the sick bank during the disability period. The employee will not earn sick days while on disability.

Summer School

Paraeducators shall be paid the same rate for summer school as they are paid during the regular school year.

ARTICLE XV
FAIR EMPLOYMENT PRACTICES

- A. The District agrees to continue its policy of non-discrimination against any employee or pupil on the basis of race, creed, color, national origin, sex, sexual orientation, gender identification and presentation, marital status, age, health status, or membership or participation in or association with activities of any teacher organization.

- B. The Union, in accordance with its Constitution, agrees to continue to admit people without discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, gender identification and presentation, marital status, age, health status, and to represent equally all Paraeducator without regard to membership or participation in or association with the activities of any teacher organization.
- C. The parties jointly agree to work together to continue and expand a policy to eliminate all forms of discrimination and segregation with respect to school facilities, programs, materials and staff.

**ARTICLE XVI
PAYMENT SCHEDULE**

Section 1

Grade 1: Office Assistant, Vocational Aide, Library/Media Room Aide, PRC Aide

Year	HS Diploma/GED	HS Diploma/GED +60 credits	HS Diploma/GED + 90 credits
2022-25	<i>Starting Rate</i> \$13.00	<i>Starting Rate</i> \$15	<i>Starting Rate</i> \$15.60

There shall be a 3% increase for current staff at or above the starting rates with subsequent increases for all staff in 2023 – 2024, and 2024- 2025 of 3%

Grade 2: Highly Qualified Paraeducator, CTE Paraeducator, Parent Engagement Liaison and Student Advocate (ETS not required)

Year	HS Diploma/GED & Passing score ETS	HS Diploma/GED & Passing Score ETS + 60 credits	HS Diploma/GED & Passing Score ETS + 60 credits + 3 yrs exp	HS Diploma/GED & Passing Score ETS + 90 credits
2022-25	<i>Starting Rate</i> \$15.00	<i>Starting Rate</i> \$15.90	<i>Starting Rate</i> \$16.20	<i>Starting Rate</i> \$16.50

There shall be a 3% increase for current staff at or above the starting rates with subsequent increases for all staff in 2023 – 2024, and 2024- 2025 of 3%

Grade 3: Special Education Paraeducator

Year	HS Diploma/GED & Passing score ETS	HS Diploma/GED & Passing Score ETS + 60 credits	HS Diploma/GED & Passing Score ETS + 60 credits + 3 yrs exp	HS Diploma/GED & Passing Score ETS + 90 credits
2022-23	<i>Starting Rate \$16.50</i>	<i>Starting Rate \$17.16</i>	<i>Starting Rate \$17.85</i>	<i>Starting Rate \$18.56</i>

There shall be a 3% increase for current staff at or above the starting rates with subsequent increases for all staff in 2023 – 2024, and 2024- 2025 of 3%

Grade 4: Adult Education Site Coordinator

Year	Hour
2022-23	<i>Starting Rate \$20.00</i>

There shall be a 3% increase for current staff at or above the starting rates with subsequent increases for all staff in 2023 – 2024, and 2024- 2025 of 3%