

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 Auxiliary Educational Employees

July 1, 2025

To

June 30, 2028

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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 provide notification regarding employees’ movement within 90 days of the movement.
 - C. 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.
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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
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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 an electronic copy of the minutes of the previous meeting and the agenda for the next meeting 48 hours before such meeting if possible. 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 using a process determined by the Superintendent or designee 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 correct errors in signing in/out by the end of the 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. Time over 35 hours in a week requires written approval in advance by the paraeducators' building principal or Special Education Director.

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.
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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 Human Resources 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.
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- 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. PERSONAL ITEMS

At the start of the school year or wherever the paraeducator is assigned to a building, the building administrators and paraeducators shall work together to locate a secure location for the paraeducator's personal items.

Section 8. TOILETING

In the event a student needs to have their diaper changed, a minimum of two staff members will be present to ensure the safety of the staff and student. In the event that there is a staffing shortage on that day, one employee may complete the task.

The school will provide a private location (i.e. a separate room, a bathroom with a privacy sign, a partitioned area of the classroom, etc.) for changing away from other students (not in the classroom or shared bathroom where others can see).

The HPS Special Education Department will provide paid training to any untrained employee prior to performing any toileting duties.

Section 9. EXTRACURRICULAR ACTIVITIES

Paraprofessionals may apply to sponsor an extracurricular activity club/activity or coach a sport. Pay for those positions are determined in the teachers' contract.

Section 10. COMMUNITY CENTER FACILITIES

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

Section 11. 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 **EMPLOYEES 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.

For the 2025-2026, 2026-2027, and 2027-2028 school years, the evaluation tool used will be the Charlotte

Danielson model.

ARTICLE VI **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 the last four (4) digits of Social Security Number, the largest number being the highest seniority. The District will update the seniority list for newly hired employees within 72 hours of the hiring date.
- B. The seniority list shall be divided by group divisions as follows, in order to assure accuracy:
 - 1. Grade 1 – Office Assistant, Vocational Aide, Library/Media Aide, PRC Aide
 - 2. Grade 2 – Highly Qualified Paraeducator, CTE Paraeducator, ML 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 using the last four (4) digits of Social Security Number.

- 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.
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Section 3. HFT PRESIDENT

The HFT President shall have super seniority in the areas of involuntary transfers, layoffs, and recall within the bargaining unit.

ARTICLE VII **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 until filled on the District Website. Job vacancies will first be posted internally for a period of five (5) business days. During this period, current employees will have the opportunity to apply for the position. On the sixth (6) business day, the vacancy can be posted externally. If a shortened internal posting period is needed, a request can be made to the Union president. If the employee is performing unsatisfactorily after a 60 day trial in the new position, the employee shall return to their position or a similar available 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 VIII **DISCIPLINE, DISCHARGE AND SUSPENSIONS**

No employee shall be disciplined or discharged for reasons that are arbitrary and capricious.

The District shall provide the Union with a monthly report summarizing and disciplinary action including the date, the bargaining unit of the employee, the contract language or Board policy or legal statute violated, and the disciplinary action taken.

Written disciplines and discharges may be contested through the Grievance Procedure as outlined in Article XII of this contract, including Binding Arbitration. Verbal disciplines may not be contested through the grievance procedure.

In the event that an employee receives a document that records a verbal warning or a conversation, that document shall be removed from the employee's file after 180 days if there have been no further incidents.

Disciplinary action will not be taken on hearsay alone.

No disciplinary action will be taken on alleged infractions that are older than 30 days school days. This time frame will not apply to alleged violations of board policy, state, or federal law.

Disciplinary action will not be taken without first holding a conference with the employee to determine the facts of the incident.

Any employee placed on involuntary leave during an investigation into an alleged infraction shall be paid during the leave.

An employee shall receive 24-hour notice prior to disciplinary or investigative conference, unless waived by the employee. The notice must include the time of meeting, the location, and the purpose.

The District shall use a progressive discipline policy designed to help employees grow and succeed. This policy shall be district-wide and created in collaboration with the Union. The policy shall be shared in writing with employees no later than the first staff meeting of the school year. Progressive discipline will not apply to alleged violations of state or federal law.

When imposing discipline or giving reprimands, warnings, or criticism, confidentiality must be maintained at all times. This shall not unduly restrict communication between managerial employees who have a need to know.

The employee has the right to be accompanied by a Representative of the Union to any meeting, including but not limited to the investigative conference, that may or will result in disciplinary actions.

Employees will receive a copy of all documents placed in their file. Failure to provide a copy of a disciplinary action to the employee will result in its removal from the employee's file.

Employees must be permitted to submit a rebuttal to any disciplinary action. The rebuttal will be attached to the letter of disciplinary action and will be placed in all files containing the disciplinary action.

No employee will be publicly reprimanded.

ARTICLE IX

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. Employees will be laid off according to the following criteria and in the following order: 1) qualifications, 2) Evaluation, 3) Discipline (imposed within the previous consecutive 18 months) and 4) Seniority.
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- 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 they were laid off and through the following school calendar year according to Qualifications and ability to perform the duties with Superintendent or designee 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 X **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 their 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 designee within three (3) business days after delivery of the grievance to their

office. Within three (3) business days after delivery of the written grievance to the principal, the grievance shall be discussed by the principal or designee with the aggrieved Paraeducator and the *teacher/Paraeducator* representative. If it has not been resolved by agreement, the principal or designee shall, within two (2) business days following this meeting, write their 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 Human Resources within five (5) business days after receiving the grievance from the principal.

STEP 2. - HUMAN RESOURCES AND BARGAINING COMMITTEE

Within five (5) business days after the grievance has been received by the office of Human Resources, the grievance shall be discussed at a meeting of Human Resources 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 Human Resources Director and the chairman of the Union Bargaining Committee shall sign it. If no agreement is reached, the Human Resources Director shall write on the grievance their denial of it together with their 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. – THE SUPERINTENDENT AND THE BARGAINING COMMITTEE

If the grievance has not been resolved in Step 2, the aggrieved Paraeducator may present their grievance in writing in duplicate to the office of the superintendent within ten (10) business days after response from Human Resources. 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 chair of the Union Bargaining Committee shall sign it. If no agreement is reached, the Superintendent shall write on the grievance their denial of it together with their supporting reasons within the second business day following this meeting and return it to the Chair of the Union Bargaining Committee. If the Union is dissatisfied with the results of this meeting the Union may proceed to STEP 4.

STEP 4. - BINDING ARBITRATION

Within five (5) business days after the completion of STEP 3, 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 XI **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*
- *Juneteenth (when it falls on a scheduled work day)*
- *Eid Al-Fitr (when occurring during the school year)*
- *Eid Al-Adha (when occurring during the school year)*

Holiday hours will be counted in accordance with employee work hours. Employees will receive holiday pay in accordance with 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 back
- Unused Personal Days will not be paid out at the end of a school year.

Section 3. SICK DAYS

Each Paraeducator shall receive 10 sick days per year. Sick days may be used for any reason set forth in the Michigan Earned Sick Time Act. Sick days will be pro-rated if hired after the first day of the school year or if an employee resigns from the district before the end of the school year.

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 80 days.

Sick days or banked sick days must be used concurrently with any Family and Medical Leave Act (FMLA) leave taken by a bargaining unit member. Eligibility for FMLA leave will be calculated using the rolling backward method.

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, brother-in-law, sister-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.

Employees in committed, long-term relationships of five (5) years or more shall be eligible for bereavement leave. The employee shall provide proof of shared assets or liabilities. The employee shall provide a funeral or memorial program.

Employees who are executors of an estate for someone not named above shall be eligible for this bereavement leave.

Section 6. COURT APPEARANCES, EXAMINATIONS AND Jury Duty

A leave of absence with pay shall be granted for time necessary for appearances in any legal proceeding involving the district if the Paraeducators is required by law to attend, except on behalf of the Union in cases against the Board, provided that the paraeducator must reimburse the District the amount of the compensation received from such an appearance, if any. This section shall apply

only in those instances where an employee is required by law to attend in matters where they are not a party to the action. If an employee requires time off because of a lawsuit or claim involving themselves, or a relative, then the employee must use personal days to attend hearings, depositions, trials, court dates, etc.

ARTICLE XII

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 XIII

SEVERANCE

Up to eighty (80) 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.

ARTICLE XIV

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 XV

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 XVI

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. 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.
- B. 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 XVII

SALARY SCHEDULE

Section 1: Salary Schedule

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	10 years or more with the district
2025-2026	<i>\$16.00</i>	<i>\$17.00</i>	<i>\$18.00</i>	<i>\$20.50</i>
2026-2027	<i>\$16.48</i>	<i>\$17.51</i>	<i>\$18.54</i>	<i>\$21.12</i>
2027-2028	<i>\$16.97</i>	<i>\$18.04</i>	<i>\$19.10</i>	<i>\$21.75</i>

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

Year	HS Diploma/GED & Passing ETS score	HS Diploma/GED + 60 Credits & passing ETS score	HS Diploma/GED + 90 credits & passing ETS score	10 years or more with the district & passing ETS score
2025-2026	<i>\$17.00</i>	<i>\$18.00</i>	<i>\$19.00</i>	<i>\$20.50</i>
2026-2027	<i>\$17.51</i>	<i>\$18.54</i>	<i>\$19.57</i>	<i>\$21.12</i>

2027-2028	<i>\$18.04</i>	<i>\$19.10</i>	<i>\$20.16</i>	<i>\$21.75</i>
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Grade 3: Special Education Paraeducator

Year	HS Diploma/GED & Passing ETS score	HS Diploma/GED + 60 credits & passing ETS score	HS Diploma/GED + 60 credits & passing ETS score + 3 yrs exp	HS Diploma/GED & + 90 credits & passing ETS score + 3 yrs exp
2025-2026	<i>\$20.50</i>	<i>\$21.50</i>	<i>\$22.00</i>	<i>\$23.50</i>
2026-2027	<i>\$21.12</i>	<i>\$22.15</i>	<i>\$22.66</i>	<i>\$24.21</i>
2027-2028	<i>\$21.75</i>	<i>\$22.18</i>	<i>\$23.34</i>	<i>\$24.93</i>

Grade 4: Adult Education Site Coordinator

Year	Junior Coordinator	Senior Coordinator
2025-2026	<i>\$23.00</i>	<i>\$25.00</i>
2026-2027	<i>\$24.00</i>	<i>\$26.00</i>
2027-2028	<i>\$25.00</i>	<i>\$27.00</i>

All Paraeducators who speak a language, other than English, for which the District has a demonstrated need shall be paid an additional \$1.00 per hour. This shall apply to all grades.

Section 2. Longevity

Employees who have five (5) full 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 need not be continuous.

Service is defined as any employment with the district

- After 5 years, the following rate shall apply: \$500
- After 10 years, the following rate shall apply: \$750
- After 15 years, the following rate shall apply: \$1000
- After 20 years, the following rate shall apply: \$1250
- After 25 years, the following rate shall apply: \$1500

Section 3. Subbing

The use of paraeducators as a substitute for an absent teacher shall be a choice of last resort.

When a paraeducator is assigned to cover for an absent teacher's class, the paraeducator shall be paid the \$150 for the day, unless their daily pay is more than \$150.

Paraeducators must have a minimum for 60 credit hours to be permitted to sub.

Section 4. Summer School

Summer School Paraeducators shall be paid \$25 per hour up to 4 hours per scheduled day for the duration of the program.

*This rate is based on available funding and cannot be guaranteed.

Section 5. Reimbursement

In the event that an employee requires reimbursement for personal money spent on work related activities, mileage, supplies, etc., the district shall reimburse the employee within 30 work days from the day that the reimbursement request was submitted to accounts payable.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year below written

HAMTRAMCK BOARD OF EDUCATION

HAMTRAMCK FEDERATION OF
TEACHERS ON BEHALF OF THE
PARAEDUCATORS AND AUXILIARY
EDUCATIONAL EMPLOYEES

President

President, HFT

Secretary

Vice President, HFT

Committee Member

Committee Member

Committee Member

Date