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APPLICABILITY

This appendix is applicable to paraeducators represented by the Chauffers, Teamsters, and Helpers, Local No. 238.

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SENIORITY

SECTION 1—PROBATIONARY PERIOD

New employees shall be probationary until they have physically worked ninety (90) calendar days. During the probationary period, the Board may terminate, discipline, suspend or otherwise act with respect to a probationary employee without any restriction under this appendix and the Master Contract and without any review of such action under the grievance procedure. An employee retained after completion of her probationary period shall be placed at the bottom of the seniority list and her seniority shall be dated as of the date of her original hire as a permanent employee.

Whenever the term “seniority” is referred to herein, it shall mean the employee’s total length of service in the school district since her last date of hire. Seniority shall not be interrupted by approved leaves of absence so long as the employee has performed services on a regular basis during the equivalent of at least one full semester during the school year. Seniority shall apply in the job classifications set forth on Exhibit B of the Master Contract. In the case of an employee who has transferred, for any reason, on a permanent basis, from one job classification to another, seniority shall be retained and shall continue to accrue in the former job classification and shall also accrue in the new job classification, all for a period of two (2) years and upon the completion of the second year of service in the new job classification, all seniority shall be transferred to and shall apply only in the new job classification.

TIE IN SENIORITY

In those situations where employees have the identical date of hire, the date shown on the employee’s employment application forms will be the determining factor, with the earliest application date being given priority; if the application dates are the same, the last four digits of the Employees’ respective social security numbers will be the determining factor, with the highest number being given priority.

SECTION 2—LOSS OF SENIORITY

An employee shall lose his/her seniority in the following manner:

- (a) Absence from work for a period of one (1) year, because of illness or injury not compensable under the workers compensation law.
- (b) If laid off for a period of time longer than one (1) year.
- (c) By quitting. If an employee is absent from work more than three (3) consecutive days without notifying his or her supervisor, it will be assumed that she has terminated her employment.
- (d) By discharge for just cause.
- (e) By failing to report for work at the expiration of a leave of absence.

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- (f) Failure to return to work upon recall after layoff within five (5) working days after receipt of notification of recall.
- (g) By employment elsewhere during any leave of absence due to any cause other than layoff except if such other employment is consented to by the Board.

SECTION 3—SUBSTITUTE PARAEUCATORS

The Board in its sole discretion may hire substitutes or temporary employees from time to time to take the place of regular employees who are absent and such substitutes or temporary employees shall not be subject in any way to the terms and conditions of this appendix.

SECTION 4—BARGAINING UNIT WORK

The parties recognize that the nature of the work in this bargaining unit is unique and that to adequately serve students, faculty and staff within the available time constraints it may be necessary for supervisory personnel and other non-bargaining unit personnel to perform bargaining unit work and it is agreed that supervisory employees and other non-bargaining unit personnel may, to the extent they have normally done so prior to the effective date of this appendix or to the extent efficiency of operations may in the future dictate, perform bargaining unit work.

SECTION 5—PERMANENT VACANCIES

When permanent vacancies occur in a job classification, the pool of candidates for any position will include all those employees currently employed. The District will post a vacancy which will specify the job responsibilities, the building, and the hours of work. The District will post the notice of such vacancies in each school building for not less than five (5) working days. The final selection will be based on the individual's ability to do the job. Interviews will be granted to all currently qualified employed staff. Seniority, in addition to qualification for the position, will be considered by the administration in the hiring process.

HEALTH PROVISIONS

SECTION 1—WELL-BEING EXAMINATION

An employee whose physical well-being may be in doubt in the opinion of the administration shall present satisfactory examination results when requested to do so. If the results of such examination are negative, the cost of the examination will be paid by the Board; otherwise, the cost of such examination will be paid by the employee. The physician to perform the examination will be selected by the Board. Such selection shall not constitute the physician an agent or employee of the Board and the Board shall not be liable for any diagnosis, treatment or care administered or prescribed by such physician.

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SECTION 2—COMMUNICABLE DISEASE

Any employee with a communicable disease will be excused from the performance of services for such time as may be necessary to effect a cure. During such absence, accumulated sick leave shall be applied.

SECTION 3—FLEXIBLE BENEFITS

All employees may enroll in the District's flexible benefits program. Specific details and enrollment information are available from the Business Office.

LEAVES OF ABSENCE

SECTION 1—SICK LEAVE

Except as hereinafter provided for new employees who begin employment after the school year has begun, paraeducator employees shall be credited at the beginning of the annual contract with hours of sick leave to cover personal illness or injury. The number of hours shall be determined by multiplying twelve (12) by the employee's normal hours of work per day. Sick leave shall be applied with respect to work hours missed due to personal illness or injury and shall not exceed in any day the number of hours that the employee would normally work if not ill or injured.

In the case of new employees who begin employment after the school year has begun, their hours of sick leave entitlement shall be prorated based upon 1/15th of the number of days remaining in the school year at the time employment commences, with the number of hours rounded to the nearest hour.

Unused sick leave hours shall be accumulated from year to year to a maximum of one hundred forty (140) days. Employees on the District's payroll as of July 1, 2017, with more than one hundred forty (140) days of accumulated sick leave shall have their maximum accrued sick leave capped at the employee's then current level. For those employees the maximum accumulation of sick leave shall be reduced through usage until such time as the employee's accumulated sick leave is equal to or less than one hundred forty (140) days. A report on the status of accumulated sick leave hours will be provided to all employees on September 1 of each year.

SECTION 2—IMMEDIATE FAMILY ILLNESS

Paraeducator employees will be allowed a maximum of five (5) days of leave in any one school year to administer care for the employee's family while at home or other medically related care facility. For purposes of this section, immediate family shall be defined as the employee's spouse, parent, spouse's parent, child, sister, brother, grandchild, son/daughter in law, or dependent adult child.

An absence for this purpose shall be without loss of pay and shall not be charged against the employee's accrued days of sick leave.

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For purposes of this section, a dependent adult child is defined as the employee's child (currently under the employee's care) who is eighteen years of age or older and who requires the assistance of the employee for said adult child's daily regular medical or physical care.

SECTION 3—PERSONAL LEAVE

- (a) Employees shall be granted paid, personal leave at the rate of one (1) day during each school year, except that employed personnel who have completed five (5) full years of employment with the District will receive two (2) days of personal leave during their sixth year of employment and every year thereafter (prorated, if less than twelve (12) full months of employment as of June 30). Unused personal leave days shall be accumulated from year to year to a maximum of six (6) days. After six (6) days have accumulated, accrued personal leave days thereafter will be added to the employee's accumulated sick leave days, provided that the total number of accrued sick leave days shall not exceed one hundred forty (140).
- (b) Personal leave is to be used primarily for the purpose of transacting necessary business which cannot be conducted during non-work hours. Personal leave shall be at the discretion of the Board and in order to assure adequate staffing, any employee desiring a personal leave shall submit a written request for the same to the employee's supervisor at least five (5) days in advance of the requested leave day. Requests not submitted at least five (5) days in advance of the requested leave day must be accompanied by a written statement of the reason for the leave. In the case of an emergency, permission for such leave may be sought in person or by the telephone with the written statement presented to the employee's supervisor upon the employee's return. Should an unusual number of personal leave requests be received for the same day which, if granted, would, in the Board's opinion, impair or interfere with the District's operation, the Board may require a written statement as to the reasons for such request and will grant only those which, in the Board's discretion, are supported by the most compelling reasons and for which adequate substitutes may be obtained.
- (c) Except in case of an emergency, no personal leaves shall be granted for: (i) the first ten (10) student contact days and the last ten (10) student contact days each school year; (ii) the day immediately preceding or the day immediately following a holiday; or (iii) for the day immediately preceding the commencement of vacation or the day immediately following the end of a vacation period. Neither shall any personal leave of absence be allowed or recognized during any form of a work stoppage.
- (d) Employees who work more than four (4) hours per day may take personal leave in a minimum increment of one hour.

SECTION 4—JURY DUTY LEAVE

An employee who is called for jury service or for a court appearance under subpoena (excluding cases in which she, the Board or the Union is a party) shall be entitled to jury duty leave on the days on which the employee so serves or is required to appear and she shall receive, for each

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day of jury service or subpoenaed appearance, the difference between her normal pay for that day and the compensation received for such jury service or court appearance.

SECTION 5—BEREAVEMENT LEAVE

In the case of death in an employee's immediate family, the employee shall be granted permission to be absent from duty for not more than five (5) school days at the discretion of the Director of Human Resources for attendance at the funeral and for any other purpose directly arising out of the death. No deduction of pay shall be made for absence so granted. For the purpose of the foregoing, an employee's "immediate family" is defined as the employee's spouse, child, grandchild, parent, brother, sister, son-in-law, daughter-in-law, spouse's parents, and a spouse's child by a former marriage.

In the case of death of the grandparents of the employee and his/her spouse, and spouse's brothers and sisters (but excluding spouses of such brothers and sisters), the employee shall be granted permission to be absent from work for two (2) days at the discretion of the Director of Human Resources to permit the employee to attend the relative's funeral.

In the case of death of the uncle, aunt, niece, nephew, first cousin, or spouse of a brother-in-law or sister-in-law of the employee or the employee's spouse, the employee shall be granted permission to be absent from work for one (1) day at the discretion of the Director of Human Resources in order to permit the employee to attend the relative's funeral.

SECTION 6—LIMITATION ON PAID LEAVE

The amount an employee receives under a paid leave of absence granted under this section shall be calculated per day so that no employee shall receive compensation during any paid leave of absence in an amount in excess of what the employee would have received had she been physically present at work during such days of leave.

SECTION 7—ADOPTION LEAVE

Employees will be allowed a paid leave of absence, not to exceed ten (10) consecutive working days in the case of the employee adopting a child. Such paid leave will be charged to the employee's accrued sick leave. Application for this leave shall be submitted to the building principal and to the Superintendent as far in advance of the contemplated leave period as possible.

SECTION 8—UNION LEAVE

Employees identified by the Union as stewards shall be allowed up to eight (8) hours of unpaid leave for union business annually not to be deducted from any other leave banks. The Union agrees to provide and maintain a list of current Union stewards to the District.

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HOURS OF WORK

LUNCH PERIOD

Employees who are scheduled to work five or more hours per day will be entitled to an unpaid thirty (30) minute lunch period and to two (2) fifteen minute paid breaks during the course of a normal work day. The parties recognize that due to the unique nature of the work being performed by employees in this bargaining unit, such breaks will not always be possible, but the employee's supervisor will make a good faith effort to accommodate the needs of the employee in this regard and, in any event, such breaks will be at the discretion of the teacher whom the employee is assigned to assist during the course of the day.

HOLIDAY

SECTION 1—MEMORIAL DAY

Employees shall be paid their regular daily wage for one (1) holiday (to be observed on Memorial Day), provided in all cases that they meet the following qualification requirements:

- (a) They have worked their entire regular scheduled hours on both the last regular scheduled work day before the holiday and on the first regular scheduled work day after the holiday unless excused by the Board because of an authorized leave of absence;
- (b) They are on the active regular payroll at the time the holiday occurs;
- (b) They have been on the payroll for thirty (30) calendar days at the time the holiday occurs.

SECTION 2—HOLIDAY PAY

The amount of holiday pay shall be calculated in accordance with the employee's regular rate of pay and normal hours of work per day.

IN-SERVICE TRAINING AND PROFESSIONAL DEVELOPMENT

SECTION 1—AMOUNT OF PROFESSIONAL DEVELOPMENT

The District agrees to provide for six (6) hours annually of Professional Development on topics and at dates and times to be determined by the District, which will be published on the District's calendar.

SECTION 2—LABOR MANAGEMENT COMMITTEE

The District agrees to work with the Union through quarterly Labor Management Committee meetings to discuss topics of mutual interest.