

**COLLECTIVE BARGAINING
CONTRACT**

BETWEEN

THE GARY COMMUNITY SCHOOL CORPORATION

AND

GARY TEACHERS UNION, LOCAL No. 4
AFT, AFL-CIO

- COVERING -

PARAPROFESSIONAL EMPLOYEES

July 1, 2022
through
June 30, 2025

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ARTICLE I RECOGNITION

The Gary Community School Corporation ("GCSC") recognizes the Gary Teachers Union, Local #4, AFT, as the sole and exclusive bargaining representative ("Union") for Paraprofessional employees hired by GCSC on regular status and classified as Supervisory Assistants, Library Media Technical Assistants, Developmental Program Assistants (including regular classroom assistants, nurse assistants, laboratory technicians, laboratory tutors, parent tutors and community workers), and Special Education Assistants (including Bus Attendants). This shall apply to all employees in these categories whether full-time or part-time.

ARTICLE II DEFINITIONS

- A. SCHOOL - Any school, work location, or other administrative unit.
- B. PRINCIPAL - The administrator of any school, work location, or other administrative unit.
- C. ADMINISTRATOR - Any person having administrative and/or supervisory authority. It is agreed to by the parties that the teacher with whom the Paraprofessional works is not considered an administrator for this definition.
- D. PARAPROFESSIONAL - Any member of the bargaining unit.
- E. TEACHER - The person with whom the Paraprofessional works on a regular basis and who is responsible for the evaluation of the classroom performance of the Paraprofessional.
- F. UNION BUILDING REPRESENTATIVE - The Paraprofessional in each school elected by union members in that school to serve as Building Representative.
- G. PARTIES - The parties to this Contract are the Gary Community School Corporation and the Gary Teachers Union.
- H. SENIORITY - The length of continuous service of a regularly employed Paraprofessional in his/her classification of employment. Employees who are hired on a less than full-time basis shall have his/her seniority prorated accordingly.
- I. DAYS - "Days," unless otherwise specified, shall mean all days other than Saturdays, Sundays and Legal Holidays.
- J. EMPLOYEE - A Paraprofessional hired by GCSC as a regular employee on a full-time or part-time status.
 - 1. For Bus Attendants only, FULL-TIME shall mean a Bus Attendant that works 30 or more hours a week; any Bus Attendant who works less than 30 hours a week will be considered PART-TIME.
 - 2. For remaining employees covered under this Contract:
 - a. FULL-TIME shall mean any employee who is available for full-time employment, but who may, because of job description, be employed for less than six (6) hours per day.
 - b. PART-TIME shall mean any employee who is not available for full-time employment and/or who works less than four (4) hours per day, either by choice or by seniority provisions.

- K. SCHOOL YEAR - "School Year" shall be defined as a minimum of one hundred eighty (180) days.

ARTICLE III FAIR PRACTICES

- A. GCSC agrees to continue its policy of not discriminating in the hiring, placing, assigning, promoting, or termination of any Paraprofessional on the basis of race, creed, color, national origin, sex or marital status or membership or participation in, or association with the activities of any employee organization.
- B. The Union agrees to continue its policy of not discriminating against any Paraprofessional on the basis of race, creed, color, national origin, sex or marital status, or membership or participation in, or association with the activities of any employee organization.

ARTICLE IV GRIEVANCE PROCEDURE

A. Definitions

1. "Paraprofessional" shall mean any person within the scope of the bargaining unit employed by GCSC or any number of Paraprofessionals within the scope of the bargaining unit similarly affected by a grievance.
2. A grievance is defined as an allegation that there has been a violation of the Contract and/or written Board and Personnel Policy covering established practices of Paraprofessionals covered by this Contract in effect at the time of the signing of this Contract and not inconsistent with this Contract. Each written grievance shall cite the specific alleged violation.
3. "Days" unless otherwise specified, shall mean all days, other than Saturdays, Sundays, and Legal Holidays. Saturdays, Sundays and Legal Holidays shall be excluded in computing the number of days within which action must be taken or notice given.
4. "Principal" shall mean the administrator or any school or, when a principal is not responsible for the area in which the grievance arose, it shall mean the administrator to whom the Paraprofessional is directly responsible.
5. "Teacher" shall mean the person with whom the Paraprofessional works on a regular basis and who is responsible for the evaluation of the classroom performance of the Paraprofessional.

B. Grievance Procedure

1. Informal - Any Paraprofessional who works directly with a teacher and who believes that he/she has a justifiable complaint arising out of an action by the teacher, should request an informal meeting with the teacher, with a view to arriving at a mutually satisfactory resolution of the complaint. If either party believes assistance is necessary, he/she may request such assistance and the parties shall meet at a mutually agreeable time.

The request for such assistance shall not relieve the parties from the responsibility of settling the issue.

Differences which the parties are unable to resolve informally may be presented in writing to the principal by the Union Building Representative. Such grievance shall be dated and signed by the aggrieved employee and the Union Building Representative. The teacher may submit, in writing, his/her position on the allegation.

2. First Stage - When a grievance which is not resolved on an informal basis or which arises out of action by an administrator is presented to the principal, he/she shall schedule a meeting to be held within three (3) days of the date of the grievance or his/her knowledge of the occurrence, and shall notify the Union of the date at least two (2) days in advance of the meeting. The employee may appear on his/her own behalf or be represented by a Union Building Representative or an individual designated by the Union. The principal shall adjust the matter within five (5) days of the date of the meeting and shall submit his/her decision, in triplicate, together with the supporting reasons, to the Union Building Representative.

At this meeting and in any meeting at succeeding stages of this procedure, the Principal and the Union shall have the right to have in attendance any persons they deem necessary for proper discussion of the grievance.

3. Second Stage - If the grievance is not satisfactorily resolved at the first stage, the Union may request, in writing, a meeting with the Director of Human Resources or his/her designated representative. Such meeting shall be requested within five (5) days of the receipt of the decision in Stage One (1). The Director of Human Resources or his/her designated representative shall set a date for said meeting within three (3) days of the receipt of the request and shall notify the Union of this date at least two (2) days in advance of the meeting. The meeting shall take place within ten (10) days of the receipt of this request. Within seven (7) days after the said meeting, the Director of Human Resources or his/her designated representative, shall submit his/her decision, in triplicate, together with supporting reasons, to the Union.

4. Third Stage - If the grievance is not satisfactorily resolved at the second stage, the Union may request, in writing, a meeting with the Superintendent or his/her designated representative. Such meeting shall be requested within five (5) days of the receipt of the decision in Stage Two (2). The Superintendent or his/her designated representative shall set a date for said meeting within three (3) days of the receipt of the request and shall notify the Union of this date at least two (2) days in advance of the meeting. The meeting shall take place within ten (10) days of the receipt of this request. Within seven (7) days after the said meeting, the Superintendent or his/her designated representative, shall submit his/her decision, in triplicate, together with supporting reasons, to the Union.

C. General

1. Written grievances shall contain a clear and concise statement of the grievance, the issue involved, and shall in each instance state the specific alleged violation.
2. Grievances which are not filed initially in the proper stages of the grievance procedure or with the proper person shall be referred by Union and School Corporation representatives to the proper stage and the proper person.
3.
 - a. A grievance should be filed as soon as is practicable after knowledge of the facts giving rise to the act or condition which is the basis of the grievance.
 - b. In no case shall a grievance cite as an alleged violation a specific act which occurred more than thirty (30) days previous to the filing of the written grievance; however, the employee may at any time cite a violation which is a continuing violation.
 - c. In no case shall a grievance cite as an alleged violation a condition which terminated more than thirty (30) days previous to the filing of the written grievance unless a lack of knowledge of the act or condition is the reason for having failed to honor these time limits, in which case, the grievance must be filed within thirty (30) days after becoming aware of the aforesaid act or condition.
 - d. The thirty (30) day time limit for the initial filing of a grievance shall not apply after a principal or the Executive Director of Human Resources has received a written dated notification of a possible grievance, unless the principal or Executive Director of Human Resources responds to this notification of a possible grievance with a written dated request that the time limits of this section be honored. This request shall be sent to the aggrieved employee with copies to the Union Building Representative and the Union Grievance Chairperson. The formal written grievance shall then be filed in the appropriate stage no later than thirty (30)

- days after receipt of the principal's or Executive Director of Human Resources's request unless it is a continuing grievance.
- e. Summer vacation days shall be excluded in computing this thirty (30) day time limit for the initial filing of a grievance.
 4. All data and other material not readily available to the Union which bears on the issues raised by a grievance shall be made available upon request of the Union providing said material is readily available to the School Corporation.
 5. Grievances arising from the authority other than a principal may be initiated in the second stage of the grievance procedure.
 6. The Union shall have the right to initiate and appeal a grievance.
 7. All meetings held under the terms of the grievance procedure shall be held in private unless mutually agreed that it is to be a public meeting.
 8. All decisions rendered under the terms of the grievance procedure shall be sent to the Union by US mail or any other agreed to method of delivery.
 9. Failure at any stage of this procedure to submit the decision on a grievance within the specified time limits shall permit the Union to take the grievance to the next stage. Failure at any stage of this procedure to take the grievance to the next stage within the specified time limits shall be deemed to be acceptance of the decision.
 10. Time limits outlined in this grievance procedure may be extended by mutual agreement of the parties involved, in which case, it is clearly understood by the parties that the grievance is held in abeyance and that no party shall suffer any penalties as a result of the extension of the time limits.
 11. Failure to file a grievance shall not be interpreted as agreement with any interpretation of and/or change in this Contract and/or written Board and Personnel Policy and/or established local working conditions or practices.
 12. No documents, communications or records dealing with the processing of a grievance shall be filed with the personnel files of the participants except upon the written request of the aggrieved employee.
 13. A grievance may be withdrawn by the UNION at any time.
 14. No reprisals or punitive action of any kind shall be taken by either party against either party of interest or by a participant in the grievance procedure by reasons of such participation.
 15. Released time without loss of pay shall be provided for employees who must attend meetings scheduled under terms of this procedure.

16. At the request of either party a record shall be kept of any proceedings at the Second stage or higher stage held in accordance with the grievance procedure and a transcript made. The cost shall be defrayed as follows: one-half (1/2) by the employee and/or Union and one-half (1/2) by GCSC.

ARTICLE V UNION REPRESENTATION ON COMMITTEES

It is agreed to, by the parties, that the Union shall have the right to designate a representative to any committee which will recommend to the GCSC, changes which will affect the working conditions of Paraprofessional employees.

ARTICLE VI STUDENT BEHAVIOR

Absences resulting from battery while the employee was properly performing his/her duties, including extra-curricular duties, are not to be charged against sick leave, although the employee shall receive an amount equal to his/her regular gross earnings for a period not to exceed 180 days for which the employee would have otherwise been paid. In cases where the employee elects to claim Workmen's Compensation for temporary disability, such temporary disability payments only during aforesaid 180-day period will be deducted from the gross earnings. There shall be no deductions for temporary disability payments made after the aforesaid 180-day period or for other benefits applicable under the Workmen's Compensation Act of Indiana. Provided, however, the maintenance of earnings for the 180-day period shall not duplicate any other salary benefits financed by employer contributions. Proof of eligibility for this benefit and rights of the employer, under this provision, shall be the same as for Workmen's Compensation.

ARTICLE VII ASSIGNMENTS/REASSIGNMENTS

- A. A Paraprofessional shall be entitled to remain in his/her current assignment provided he/she has the necessary qualifications for the assignment. In no case shall a Paraprofessional be removed from an assignment without proper notification that he/she is being released, with supporting documentation of reasons.
- B. Open Positions
 1. A Paraprofessional may request reassignment to an open position in his/her classification, in another classification of equal-pay status, or to a higher-paying status, or to a higher-paying position in the same or another status.

2. A Paraprofessional may request reassignment to an open position in his/her building in the same classification with the same number of assigned hours.

The reassignments shall occur prior to city-wide posting of positions. After the city-wide posting, there shall be no reassignments within a building.

3. All open positions shall be posted for a period of ten (10) days. The vacancy notice shall contain a description of the major duties and any special requirements needed for the positions.
 4. When a position becomes open, said position shall be filled with a regular employee within thirty (30) days.
 5. If the vacancy occurs within the school year it may be filled according to the preceding procedures ten (10) days after the vacancy has been posted in each building or it may be filled temporarily until the end of the year at which time it will be filled from applicants on file ten (10) days after the vacancy has been posted in each building according to the preceding procedures.
 6. Open positions shall occur when there is a resignation, termination, retirement, new position, or transfer.
 7. When assignments change within a building/program, the new assignments shall be posted and reassigned on the basis of seniority (employees with greatest seniority and continuing on in that fashion).
 8. Employees will be notified as soon as administratively possible when changes in enrollment and/or reduction of funds warrant an adjustment of the bus assignment. Such adjustments are not considered a change in assignment when they fall within the normal work day.
- C. Paraprofessionals presently employed in a specific classification will be given priority for new or open positions in said classification provided they possess the qualifications for the position.
- D. Paraprofessionals working in part-time assignments in a classification will be given priority for new positions in that classification which are not filled in (C). Paraprofessional substitutes will be given consideration for new positions which are not filled in (C) or by part-time employees. Substitute service, however, does not count toward seniority.
- E. Involuntary reassignments may result as staff is reduced in a program or building. This reduction may occur due to a change in program, reduction of funds in a given program, or elimination of funds for a given program.
1. When a reduction is necessary at the building/program level, those employees with the least seniority shall be reassigned first. The reduction shall be made in each specific classification.

2. Employees who are reassigned from buildings will then be placed in a reassignment pool, and reassigned to open positions in each specific job classification according to their seniority.
- F.
1. When a change in program, reduction in funds, and/or elimination of funds necessitates a reduction of staff on a city-wide basis, Paraprofessionals shall be laid off on the basis of least seniority within the classification. Recall shall be by inverse seniority.
 2. On or before July 1st of each year, GCSC shall provide the Union a list of all positions open at the time and a list of all known employees who have been affected by job reassignments or layoffs. Said list shall be updated, within five (5) working days, as additional positions become available.
- G.
- Employees who are laid off shall have first right to return to any open position for which they are qualified in their classification, or they may request a leave of absence without pay. This leave shall be extended for two (2) years upon request. Should a position become vacant for which the individual qualifies, the individual must accept the vacant position or take a voluntary leave of absence without pay for the remainder of one (1) school year. The individual does not have the right to refuse a vacant position beyond the one school year limit. Employees who are laid off shall have the right to be placed in a cadre for class size violations, Paraprofessional substitutes, and shall have first right to new or open assignments.
- H.
- All employees who have not been otherwise notified of the termination of their employment shall be considered in good standing and subject to the provisions of this and other Articles relative to assignment and/or reassignment.
- I.
- In the event that Paraprofessionals are moved from one category or assignment to a different category or assignment, they shall receive, in writing, the job description and work rules, if different from the last assignment, for the new assignment/category.
- J.
- Special Education (Temporary Assignments for Special Needs Students on a one-on-one basis)** - A Paraprofessional who accepts a temporary assignment shall be entitled to contractual benefits, pay, seniority and experience credit while in such an assignment. Said assignments shall be for a one-school-year period; however, should the assignment end before the close of the year, GCSC shall have the right to reassign the Paraprofessional to another position, if a position is available. If no position is available, GCSC shall have the right to layoff said employee.
- K.
- If an employee is reassigned, he/she will be given a copy of the job description and work rules at the time of reassignment.

ARTICLE VIII EVALUATION

A. The Paraprofessional is to be evaluated by the teacher and/or the principal on the respective applicable form, informally during the month of January in the school year, and formally during the month of May. Copies of the May evaluation should be prepared for the Paraprofessional, the school office, Supervisor (where applicable), and the Personnel Office.

1. The evaluation affords an opportunity for improvement in quality of performance on the part of the Paraprofessional, and on occasion for a constructive dialogue between the employee and the evaluator. At both the informal and formal conferences, the evaluator and the Paraprofessional should engage in a discussion which highlights areas of performance on the part of the Paraprofessional.

Following the May conference, the teacher and principal shall complete the applicable forms which all parties must sign. The Paraprofessionals signs the form, in the space indicating, certifying that he/she has seen the form, or read the evaluation, not that he/she agrees with the evaluation.

2. If the Paraprofessional disagrees with the evaluation, he/she may complete his/her own evaluation and submit it to the teacher and principal. Following this submission, there shall be a conference with the Paraprofessional, the evaluator, and the principal in an effort to resolve the differences. If there can be no resolution, a copy of the employee's self-evaluation form shall be attached to the forms completed by the evaluator and the principal, such forms to become a part of the personnel records.

If a Paraprofessional feels that he/she has received a poor evaluation because of criteria not included in the job evaluation, such as capriciousness, discrimination, sexual or racial bias, he/she shall access to the grievance procedure.

B. Disciplinary Action

1. A Paraprofessional should be advised immediately when his/her job performance is not within acceptable standards.
 - a. The employee should attend a conference with the teacher, principal and/or the coordinator. The employee has the right to have, in attendance, a currently available Union representative of his/her choice.
 - b. The conference shall have been preceded by at least two (2) observations by the principal and/or coordinator. The Paraprofessional shall be made aware of all observations.

- c. Following this conference, the principal or coordinator will submit to the employee, in writing, a summary of the conference. This will include a statement of strengths and deficiencies noted. Specific recommendations for overcoming the deficiencies shall be included in the report.
2. Within an agreed period of time, a second joint conference should be arranged to determine the status of job performance. Specific statements should be made as to areas of continued deficiencies. Should the deficiencies not be corrected prior to the May evaluation, the employee shall be referred to the Executive Director of Human Resources for further consideration and/or evaluation.

A conference shall be arranged, at which time the employee shall have a right to a currently-available Union representative of his/her choice. A decision shall be made, at this step, as to continuance or termination of employment.

3. Every effort shall be made at each step of the evaluation process to improve the performance of the Paraprofessional and to ensure success in the particular job classification.

ARTICLE IX JOB-RELATED

- A. Paraprofessionals who have officially registered as substitute teachers may be excused from their duties as a Paraprofessional to assume charge of a classroom, and only in a building where they are regularly assigned. Paraprofessionals working as tutors in SPICE or as technicians in CARE labs may accept substitute teaching assignments in emergencies. The Paraprofessional is to be automatically paid at the established rate for a substitute teacher. Such assignments may not exceed fifteen (15) days during a school year except in emergencies. In no case shall Paraprofessionals who have not registered as substitute teachers be assigned to any classroom without a teacher being present. Emergencies shall be defined as those instances where regular substitute teachers cannot be placed and the building administrator has exhausted all other remedies.
- B. Work Day
 1. The length of a normal work day is determined by job classification and/or assignment. The Paraprofessional is normally expected to report ten (10) minutes prior to the start of the work day and remain ten (10) minutes after the close of the work day. Any time required beyond the normal day is to be specifically noted and the Paraprofessional shall be paid at his/her hourly rate for any time beyond. Regularly scheduled staff meetings shall be exempt from this provision.
 2. Paraprofessionals shall have a continuous duty-free lunch period of the same length as the duty-free lunch period provided Teachers. The lunch

periods are to be scheduled between 10:30 a.m. and 1:30 p.m., wherever administratively possible. If the employee is required to assist with a class in the lunchroom, as a part of his/her regular assignment, he/she shall be scheduled for the duty-free time at a period during the day.

3. a. When Paraprofessionals are required, as a part of their normal assignment, to travel from one school to another during the school day, the administrator shall make every effort to insure minimum travel time and distance.
- b. Paraprofessionals who regularly work at two or more schools during a day or who otherwise must travel in the regular course of their duties shall be paid travel allowance at the prevailing rate.
4. Paraprofessionals who work on bus assignments in the pre-school program shall be compensated for overtime work at their hourly rate. Administration will review present procedures.

C. Disciplinary Conferences

Any administrator who summons a paraprofessional to a conference which might lead to disciplinary action shall inform the paraprofessional in writing in advance of the purpose for the meeting and of any other person(s) who will be present. The paraprofessional shall have the right to a currently available Union representative of his/her choice. Should this provision be violated, no record of this conference shall be used for disciplinary action.

D. General

1. Paraprofessionals shall receive pay for the following holidays: Labor Day (when school starts before or the day after Labor Day), Thanksgiving Wednesday, Thanksgiving Day, Thanksgiving Friday, Christmas Day, President's Day, M. L. King's Birthday, Good Friday, Easter Monday and Memorial Day.
2. When schools are closed through no fault of the employee, Paraprofessionals shall suffer no loss in pay.
3. Paraprofessionals, with the exception of Supervisory Aides and Bus Attendants, shall report for regular duties on those days that teachers are present. At the beginning of each school year, aides in the Early Learning Program shall report to their assignments on the date specified in their assignment notice.
4. On Teacher Institute Days, Paraprofessionals may participate in sessions which are established by teacher organizations or by departments of the School Corporation. Regular conference report forms are to be completed to indicate attendance. Paraprofessionals may report to their work assignment only at the direction of the Executive Director of Program Development or the Assistant Superintendent/Educational Services.

5. In inclement weather, every effort shall be made to release children early so that Paraprofessionals who ride buses can finish their assignments at the normal time. When this cannot be arranged, Paraprofessionals shall be compensated at their hourly rate for required overtime. They shall be notified of an administrator to contact in cases of emergency.
6.
 - a. Paraprofessionals shall attend workshops which are planned for their in-service instruction. These workshops should not extend beyond the total hours of the assigned work day and should be scheduled at reasonable intervals.
 - b. Inservice -- To inform Paraprofessionals of their duties and responsibilities, new employees and employees assuming new positions shall receive basic preservice/in-service prior to their assignment and/or reassignment, or as soon thereafter as practical.
7. No Paraprofessional shall be expected or required to perform personal errands and tasks for other members of the staff.
8. Except for such classifications whose duties and responsibilities require them to work outside school settings, employees, during the regular work day, shall not be required to perform any work in or on premises which are not owned and/or operated by the School Corporation. This is not intended to include field trips or in-service training.
9. GCSC agrees to continue the existing procedure whereby Union dues are deducted from the pay of those employees requesting same so long as consistent with applicable state and federal law.
10. Nurse aides shall not be required to make medical judgments about students. Every effort shall be made to provide a substitute when the regular nurse is absent.
11. Every effort will be made to limit the number of teachers to whom a classroom Paraprofessional is assigned.
12. Paraprofessionals shall not be required to turn in lesson plans.
13. NOTICE OF RE-EMPLOYMENT -- All employees shall be notified no later than August 1 of their continuing employment. In the event that budgetary restrictions will prohibit the recall of some employees, they shall be notified as soon as possible, but no later than August 30. Each Paraprofessional shall receive written notification of his/her assignment from the Personnel Department by August 30.
14. When members of the bargaining unit are mutually scheduled by the Superintendent of Schools or his/her designated representative and the President of the Union to participate during work hours in conferences, meetings, or in negotiations, respecting this Contract, they shall suffer no loss in pay.

15. Supplies -- As a part of the Universal Precautions information, staff who need sanitary supplies and equipment in the performance of their duties will submit a request through the building principal to the Supervisor of Health Services.
16. At the beginning of the year, all classes requiring diapering will be identified by GCSC. These locations and the names of the teaching team will be sent to the Supervisor of Health Services who will send to the respective classes a copy of diapering procedures. This information will be placed on the wall closest to the changing area.

**ARTICLE X
SHORT TERM LEAVES OF ABSENCE**

A. Sick Leave

1. Sick leave with pay shall be granted to employees who have accrued such leave and who are required to be absent for personal illness, injury, quarantine, or temporary disability caused by pregnancy.

Such leave shall accrue at the rate of ten (10) days per year. Employees who are hired on a less-than-full-time basis and those employees who are hired after the first of the work year shall have their sick leave prorated in accordance with the terms of their employment status. Employees shall be notified each year of their total accumulation.

2. The statement "personal illness" shall be deemed sufficient reason for any personal illness which does not extend beyond two days.
3. A statement by the employee specifying the nature of the illness shall be sufficient reason for any absence in excess of two days except for absences which extend five (5) days or longer for which a doctor's certificate shall be required.

4. Incentive for Attendance

Paraprofessionals who use eighteen (18) hours or less of personal illness leave during a school year shall receive a bonus for attendance. Such payment shall be based on the following schedule:

0 hours absent	\$100.00
6 hours absent	\$ 90.00
12 hours absent	\$ 80.00
18 hours absent	\$ 70.00

Payment for less than full day (6 hours) absences shall be prorated according to the above schedule. The bonus shall be paid, in a separate check, on the second pay following the close of the school year.

5. All unused days of leave allowance for personal illness shall accumulate from year to year without limit.

B. Personal Leave

1. Each employee shall be allowed three (3) days each year without loss of pay or deduction from other leave benefits, for the conduct of business and/or civic affairs.
2. The statement "personal business" shall be deemed as sufficient cause and reason for any use of personal leave.
3. The employee shall give a minimum of one (1) day notice when possible.
4. All unused days of leave allowance for personal business shall accumulate from year to year up to a maximum of four (4) days. All unused personal business days in excess of four (4) days shall at the end of the school year be added to the paraprofessional's sick leave accumulation. For a paraprofessional who does not plan to return to work the following year, either through retirement or resignation, unused personal business days shall be included to determine severance pay.

C. Leave for Serious Illness or Injury in the Family

1. Each employee shall be allowed a maximum of five (5) days leave per year for absences occasioned by serious illness or injury in the immediate family; or the serious illness or injury of an individual residing in the household of and with the Paraprofessional for care.
2. Pay for such absence shall be deducted from available sick leave benefits.
3. A doctor's certificate may be required by the School Corporation for such absence.
4. The statement, "serious illness in the family", shall be deemed sufficient reason for any leave for serious illness in the family which does not extend beyond two (2) days.

D. Leave for Death in the Family

1. Each employee shall be allowed a maximum of seven (7) calendar days in succession without loss of pay or deduction from other leave provisions upon the death of a member of the immediate family. The seven (7) day leave shall commence upon the day following the death. If, however, the employee is absent on the day of death, the leave shall commence on that day.
2. "Immediate Family" shall be defined as father, mother, sister, brother, husband, wife son, daughter, grandparents, grandchildren, father-in-law,

mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, other relatives residing in the home as members of the household, and other persons who stood in the capacity of parent in that they supported the employee as a minor.

3. Each employee shall be allowed a one (1) day leave of absence without loss of pay or deduction from other leave benefits upon the death of a relative who is not a member of the immediate family whose residence is not in the home of the employee.

E. Leave for the Birth of a Child

1. An employee shall be entitled to a short-term leave of absence, without pay, for two (2) calendar weeks for maternity or paternity reasons. Should the employee have sick time available, they can choose to use said paid time for any or all of the two (2) calendar weeks. This amount is in addition to any leave for which the employee may be entitled under the Family Medical Leave Act, and shall be taken prior to the use of any FMLA leave
2. A leave of one (1) day without loss of pay to be deducted from sick leave accumulation shall be allowed each employee during the period that his wife is confined to the hospital or the day that she returns home from the hospital following the birth of a child.

F. Leave for Public Service

1. When an employee is called for jury duty, GCSC will pay the difference between the salary received as a paraprofessional and the amount paid the employee for actual jury duty excluding any amount paid by the courts to the individual for travel and meal expenses. To be reimbursed as provided in this Section, the employee must submit proof of the amount received from the Court within thirty days after receipt of same.
2. An employee shall be allowed a leave of absence without loss of pay and without deduction from any leave provision for all absences when he/she is subpoenaed as a witness in any case concerning the School Corporation.

ARTICLE XI EXTENDED LEAVES OF ABSENCE

- A. A Paraprofessional after three (3) years of continuous service with GCSC; a Paraprofessional medically certified as being pregnant; a Paraprofessional whose position has been eliminated; or a Paraprofessional who has been elected or appointed to a full-time Union position shall be eligible for a leave of extended absence without pay as herein provided.

B. Ill Health

Ill health leave shall be granted up to a maximum of one (1) year for reasons of personal health.

C. Union Office

1. Employees who are elected or appointed to full-time positions with the Union will, upon proper notification, be granted a leave of absence for the purpose of accepting such position.
2. Employees granted such leaves of absence shall continue to acquire seniority and salary increments as though they were in a regular service.
3. Upon return to School Corporation employment, they shall be placed in an assignment comparable to their original assignment with all accrued seniority and increments that they would have earned had they been in regular service.

D. Educational

Educational leave shall be granted up to a maximum of one (1) year for an employee to pursue educational goals which will enhance their employment with the Gary Community School Corporation. The employee shall be granted such leave without pay and shall be assured of reassignment to his/her former position at the end of such leave. If the return is during a school year, the Paraprofessional may be assigned to another position for the remainder of that school year, but shall have the right to return to the position held prior to leave at the beginning of the school year following the return.

E. Personal Leave

A Paraprofessional may request a leave of absence for personal reasons. The employee shall be granted such leave without pay and shall be assured of reassignment to her/his position at the end of such leave, if the position exists. If the return is during a school year, the Paraprofessional may be assigned to another position for the remainder of that year, but shall have the right to return to the position held prior to leave at the beginning of the school year following the return.

F. Sabbatical Leaves

1. Any Paraprofessional who has completed six consecutive years of service as a Paraprofessional in the Gary Community School Corporation may apply for a sabbatical leave.
2. A sabbatical leave will be granted to permit a Paraprofessional to engage in full-time study at an accredited institution of higher learning and must be in a teacher certification or education-related program.

3. The application for sabbatical leave must be filed with the Superintendent on or before March 1 of the year preceding the school year for which the leave is requested.
4. Sabbatical Leave shall be granted for not less than one semester nor more than one school year.
5. The Paraprofessional must agree to return to regular service for one school year in the Gary Community School Corporation at the expiration of the leave.

A Paraprofessional enrolled in a teacher certification program must agree to teach in the GCSC for one school year immediately following completion of the program or as soon thereafter as possible.

In the event the Paraprofessional fails to return or teach at GCSC as agreed, unless such failure is outside the control of the Paraprofessional, the Paraprofessional shall be liable for all wages and benefits received during the sabbatical.

6. The number of Sabbatical Leaves available each year shall not exceed one-per cent of the number of members in the bargaining unit.
7. Paraprofessionals on Sabbatical Leave shall not engage in full-time remunerative employment.
8. A committee of staff members (three persons appointed by the Union and two persons from the administrative staff appointed by the Superintendent) shall review the requests for Sabbatical Leave and make recommendations to the Superintendent on or before April 1 for approval of the applicants to whom leaves will be awarded. A representative of the Human Resources Department will act as a consultant to the committee.
9. During the approved sabbatical, the Paraprofessional shall be entitled to receive one half of his/her regular salary.
10. Paraprofessionals on Sabbatical Leave shall retain all seniority rights and will receive seniority and salary increment for the period of the leave.

G. Sick Leave Bank

1. A Sick Leave Bank shall be established for Paraprofessionals in the Gary Community School Corporation, effective October, 1992.
 - a. A Sick Leave Bank Committee consisting of two (2) Paraprofessional representatives appointed by the Union and two representatives appointed by the Superintendent shall establish procedures for the administration of the Sick Leave Bank. Procedures established by the Committee must be approved by the

GCSC and must comply with State Law and regulations of the State Board of Accounts.

- b. The Sick Leave Bank Committee shall inform the Union and the School Corporation in writing of any decision of the Committee granting or denying a request to withdraw from the Sick Leave Bank, the need to have additional contributions and, at the start of the school year, the names of those Paraprofessionals, along with the amount of sick leave days, who will be repaying sick leave days to the Sick Leave Bank. An annual report of the experience of the Committee shall be provided to the Union and GCSC of the full activities of the Sick Leave Bank Committee before July 1, of each year. The Superintendent and the Union President may review the records at any time.
- c. Any member having a complaint or objection to the procedure of the Sick Leave Bank Committee may file said complaint or objection with the Superintendent of Schools and the President of Local #4 for submission to the respective negotiating teams.

Any member having a complaint or objection to a decision of the Sick Leave Bank Committee may file said complaint or objection with the Superintendent of Schools and the President of Local #4 for their joint review and determination.

- 2.
 - a. A Paraprofessional may participate in the Sick Leave Bank by contributing one (1) day of sick leave during the first month of the program's implementation or eligibility. The Paraprofessional shall complete the necessary form and return same to the Sick Leave Bank Committee prior to October 15. A list of Paraprofessionals who have joined the Sick Leave Bank will be available by November 1.
 - b. If a Paraprofessional joins the Sick Leave Bank after her/his first year of eligibility, she/he shall deposit two (2) days in the bank during the open enrollment period (Sept. 1 - Oct. 15).
 - c. A Paraprofessional who has joined the sick leave bank shall continue to be a member year after year until such time as she/he is no longer employed by GCSC or submits a written statement to the Sick Leave Bank Committee requesting that she/he be removed from the rolls of participants in the bank, or she/he is no longer a member of the bargaining unit. Sick leave days on deposit with the bank shall not be returned in any of these instances.
 - d. In the event that the balance of days in the Sick Leave Bank drops below __ (to be determined after the initial enrollment) days or 30% of the number of days donated in 1992, whichever is smaller, each member shall contribute one (1) additional day.

- e. Members of the Sick Leave Bank who make withdrawal shall repay the bank at the rate of three (3) sick leave days per year. On the form requesting a withdrawal from the Sick Leave Bank, the Paraprofessional shall authorize the School Corporation to assign, at the rate of three sick leave days per year from the Paraprofessional's future sick leave entitlement, to the Sick Leave Bank until the days are repaid.
- f. Members of the Sick Leave Bank who are unable to contribute days to the bank when it is depleted as described in Section 2-b shall be required to contribute appropriate day(s) to the bank as soon as they are earned in order to remain members of the Bank in good standing.

3. Procedures for Withdrawal

- a. A member requesting days from the Sick Leave Bank shall complete the application form with supporting evidence from the member's physician, and forward same to the Sick Leave Bank Committee. The Sick Leave Bank Committee shall have the responsibility to either grant, or deny the withdrawal request.

If the member is incapacitated and cannot make application for withdrawal, the Committee may make an application on the behalf of an incapacitated member and may grant the withdrawal on her/his behalf.

- b. During the period of sick leave bank withdrawal, the member or her/his physician shall submit biweekly certifications of continued illness.

- c. General

- (1) Participants may be granted sick leave from the bank if the member has depleted her/his own sick leave and if the member had at least ten (10) days at the onset of the absence for which a withdrawal from the Sick Leave Bank is requested. The withdrawal from the Sick Leave Bank shall be equal to the number of accumulated sick leave days that the individual had at the onset of absence for the illness or injury as reported by the Office of Business Services. The withdrawal by the Paraprofessional shall not be for more than one hundred (100) days or less than ten (10) days.

- (2) Should a Paraprofessional who has requested days from the Sick Leave Bank return to work prior to using all the days given by the Bank, the unused days shall be returned to the Bank. In this event, the Paraprofessional shall not be eligible for any additional days from the bank for that school year.

- (3) The sick leave benefit shall be limited to use only once per member in any given school year.
 - (4) It is understood that the Sick Leave Bank is intended for recovery from illnesses and injuries of the Paraprofessional.
- H. Requests for leaves of absence for other reasons may be granted upon approval of GCSC. Leaves of absence will not be granted for the purpose of seeking other employment.

ARTICLE XII PERSONNEL FILES

Official employee files shall be maintained in accordance with the following procedures:

- A. Only two files (or, where applicable, three) shall be maintained: one at the Service Center for each employee and one at the school/job location (and, where applicable, one in the supervisor's office).
- B. No material related to an employee's conduct, service, character, or personality shall be placed in the file unless it is signed by the person submitting the information. The employee shall be given the opportunity to acknowledge that she/he has read such material by affixing her/his signature on the actual copy to be filed, with the understanding that such signature merely signifies that she/he has read the material to be filed and does not necessarily indicate agreement with its content. An employee's refusal to sign will be noted.
- C. An employee shall have the right to answer any material filed, and her/his answer shall be attached to the file copy.
- D. By appointment with the appropriate authorized person, the employee shall be permitted to examine her/his file.
- E. Only those personnel who have an official right and reason for doing so may inspect an employee's file.

ARTICLE XIII JOB DESCRIPTIONS

- A. The administration shall draft a job description defining duties and responsibilities for each classification in the bargaining unit. These descriptions, once completed, shall not be changed during the life of the Contract.

Job descriptions should be placed in an Appendix to the Contract.

- B. The parties to this contract shall meet to clarify the job description for Supervisory Aides.
- C. Staff members whose jobs require the use of private automobiles shall be paid travel allowance at the prevailing School Corporation rate.

**ARTICLE XIV
SALARY, FRINGE BENEFITS AND
PAYROLL PROCEDURES**

- A. For the 2022-2023 school year, each employee's hourly pay is increased by one dollar (\$1) an hour. As mentioned below, the parties reserve the right to modify this contract for wages ONLY for the 2023-2024 and 2024-2025 school years.

Any employee who is certified or becomes certified is entitled to a one time bonus of \$500, provided within thirty (30) days of evidence of certification is provided to GCSC.

GCSC shall pay on behalf of each paraprofessional, the paraprofessional's three per cent (3%) Public Employee's Retirement Fund contribution.

- B. Hospitalization Insurance

Basic Medical and Hospitalization Plan:

Paraprofessionals shall be provided the same medical benefits and coverage as the medical benefits and coverage provided Teachers.

- C. Life Insurance

GCSC will provide Term life insurance of \$10,000 for each Paraprofessional employee. In addition, Paraprofessionals may pay the cost for an additional \$10,000 in coverage.

- D. GCSC shall have, on file, an acknowledgment form for refusal of coverage which has been signed by the employee. GCSC and the Union will jointly develop the form to be used for the purposes of this section.

- 1. New Employees

GCSC shall offer health and life insurance at the time of employment.

Each Paraprofessional must apply for insurance (life and/or health) within thirty (30) days of date of hire as a regular Paraprofessional. Each Paraprofessional who applies for insurance after thirty (30) days must show evidence of insurability subject to the approval of the insurance company.

2. Current Employees

Current employees who are not now enrolled in the life and/or health insurance program and who apply for coverage at a later date shall show evidence of insurability, unless there is a qualifying event as defined in the policy issued by the carrier (i.e., marriage, divorce, adoption, layoff/involuntary termination, death or birth). Application for coverage must be made and received by the GCSC within thirty (30) days of the event.

- E. GCSC shall make payment, retroactive, to the beginning of the school year, for all errors discovered during the school year.
- F. At the time of employment, each Paraprofessional is required to file a W-4 form showing his/her Social Security number and number of dependents. The Paraprofessional can claim no more than the correct number of exemptions. However, the Paraprofessional who expects to owe more income taxes for the year than will be withheld if she/he claims every exemption to which she/he is entitled may increase the withholding by claiming a smaller number of exemptions. If claiming no exemptions still does not result in enough withholding to meet income taxes due, GCSC will withhold the additional amount which is requested on the W-4 form by the Paraprofessional. This remains effective indefinitely unless a change is filed.
- G. Increments
 - 1. Paraprofessionals who are employed for ninety (90) days of a school year, or $\frac{1}{2}$ of a school year, shall receive credit on the salary schedule for a year of service and shall be advanced accordingly on the salary schedule.
 - 2. Paraprofessionals who are employed on a substitute basis, upon completion of 150 days work in any one school year shall be advanced on the salary schedule in any subsequent year. Service of less than 150 days in two or more years may be combined and one year of service credit granted for each 150 days of service.
- H. Continuous Service

Continuous service shall be defined as the period of time during which the Paraprofessional is employed on a regular basis. Official leaves of absence shall not interrupt the length of continuous service but the period of the leave shall not be counted in the computation of seniority or experience credit.
- I. College Credit (Not to include Supervisory Aides)

To be eligible for college credit increments, Paraprofessionals must do the following:

1. Submit an official college transcript from the college or university showing grades and hours of college credit earned to the Personnel Department.
2. The credits earned must be from an accredited college or university.
3. Credits earned must be evaluated by the Personnel Department. All credits will be evaluated on the basis of semester hours.
4. Each employee who qualifies for advancement to the next training level on the salary schedule shall upon application and the receipt of an official transcript sent by the university to the Personnel Department, be advanced to that lane effective the date advanced training was completed, but not prior to the school year in which application is made. If the advanced training is completed after May 1, advanced placement will become effective at the beginning of the next school year.

J. Terminal Benefits

1. The salary of each Paraprofessional for her/his last year of employment shall be increased by an amount equal to her/his number of accumulated sick leave days multiplied by twelve dollars and fifty cents (\$12.50) for each such day up to a maximum of one hundred (100) days. ~~To be eligible for benefits in this section, the Paraprofessional must have a minimum of ten (10) years of service.~~ (Deletion effective January 1, 2001.)
2. The salary of each Paraprofessional for the last year of employment prior to her/his retirement will be increased according to the following schedule:

Paraprofessionals with 15-19 years of service	\$ 600
Paraprofessionals with 20-24 years of service	\$ 900
Paraprofessionals with 25 and over years of service	\$1,200

K. Supplemental Payment for Errors

1. A Paraprofessional who through no error of her/his own, receives less than the pay to which she/he is entitled on any payroll payment date shall receive supplemental payment for such underpayment prior to the next regular payroll payment date provided she/he notifies the Payroll Department of the School Service Center before 12:00 noon of the next day following the payday on which the error was made.
2. A check in the amount of the underpayment will be available to the Paraprofessional at the Payroll Department no later than 12:00 noon of the second work day following the payroll date on which the error was made provided that any necessary changes in attendance records are authorized and verified in writing by the principal, department head or

supervisor who signed the attendance authorization which needs correction.

3. A Paraprofessional who makes notification of the error later than 12:00 noon of the next work day following the date of the error shall have the necessary correction made on the next regular paycheck following the notification provided the necessary written verification has been received by the Payroll Department by the Monday preceding the payday.

L. The salary levels for Library Media Technical Assistants and HOLD assistants will include the language "or equivalent" for all salary lanes.

ARTICLE XV CERTIFICATED PARAPROFESSIONALS

Paraprofessionals who obtain certification, and who are certified as teachers, but who are not currently teaching, shall be given equal consideration for filling vacancies in their field of certification. The Personnel Department shall maintain a list of all Paraprofessionals who are certified as teachers. A copy of this list shall be provided to the Union.

ARTICLE XVI UNION RIGHTS

- A. The Union Building Representative in each building shall have the right to make brief announcements at the close of faculty meetings with the approval of the building principal.
- B. The authorized representative of the Union shall have the right to schedule Union meetings in school buildings before or after the regular work day and during the lunch time of the employees involved. If custodians are required to remain on duty beyond their normal work day because of a Union meeting, the Union shall pay the additional cost.
- C. Paraprofessionals who are elected or appointed to part-time positions with the Union, may have unpaid released time upon agreement of the parties.
- D. The Chairperson of the Paraprofessional Chapter shall have up to ten (10) days per school year of released time without pay for handling of grievances, provided reasonable notice is given to the principal. Released time must be taken in no less than half days.
- E. Copies of all bulletins, directives, circulars, vacancy notices and similar materials distributed to Paraprofessionals, citywide, shall be sent to the Union at the same time as the materials are sent to Paraprofessionals.
- F. GCSC agrees to pay half the cost to print the contract.

**ARTICLE XVII
LOCAL CONDITIONS AND PRACTICES**

- A. Written board and personnel policy now in existence covering established practices of employees covered by this Contract which are not inconsistent with this Contract shall not be changed without agreement of the parties.
- B. Employees who are not now included in the bargaining unit represented by the Union shall not consistently and regularly perform duties that are consistently and regularly performed by employees in the bargaining unit.

**ARTICLE XVIII
CONFORMITY TO LAW-SAVING CLAUSE**

- A. If any provision of this Contract is or shall at any time be contrary to law then such provision shall not be applicable or performed or enforced, and substitute action, if any, shall be subject to appropriate negotiation and agreement between the parties.
- B. In the event that any provision of this Contract is or shall at any time be contrary to law, all other provisions of this Contract shall continue in effect.

**ARTICLE XIX
ADMINISTRATIVE AUTHORITY**

The Union recognizes that the authority for the administration of the schools is vested in the school administration staff by the Board of School Trustees except as limited by the provisions of this Agreement and applicable Indiana law.

**ARTICLE XX
NO-STRIKE PROVISION**

During the life of this Contract there shall be no strike action or work stoppage of any type.

ARTICLE XXI
DURATION OF CONTRACT

This Contract shall be in effect from July 1, 2022 through June 30, 2025 with the parties intending to amend this Contract annually solely for purposes of discussing wages (a "wage reopener"). Being a mutual agreement, this instrument may be amended at any time by mutual consent.

The parties will develop a mutually agreeable schedule which will expedite the completion of a new Agreement. The parties agree that they will actively pursue negotiations on all remaining issues and that every effort will be made to agree on a "plan" to improve the salary schedule for paraprofessional employees.

GARY COMMUNITY SCHOOL CORPORATION

By Paige McNulty Emergency Manager
Dr. Paige McNulty

GARY TEACHERS UNION, LOCAL #4, AFT, AFL-CIO

By GlenEva Dunham, President
Ms. GlenEva Dunham