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Park Hill School District

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Building Successful Futures • Each Student • Every Day

*2017 - 2019*

*CUSTODIAL*

*AGREEMENT*

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## **ARTICLE 1 - RECOGNITION**

### A. Unit

1. The Park Hill School District, Kansas City, Missouri, acknowledges that all custodial employees, including head custodians, assistant head custodians and custodians will be represented by the Park Hill National Education Association (PHNEA). Excluded from the unit will be the Director of Buildings and Grounds, and supervisors as defined by the Missouri State Board of Mediation election on July 1, 1986.
2. The District recognizes the PHNEA as the sole and exclusive bargaining agent of the employees within the bargaining unit.
3. The PHNEA agrees to cooperate in the attainment of the Park Hill School District's goals and agrees to the following, to wit:
  - a. that it will cooperate with the School District and support its efforts to provide quality education;
  - b. that it will actively combat any practice which restricts efficient operations of the District; and
  - c. that it will earnestly strive to improve and strengthen good will between and among the District and its employees, the PHNEA and the public.
4. Membership in the PHNEA is voluntary. The PHNEA shall not exert any pressure against any employee covered by this agreement in regard to non-membership.

### B. Definition

1. The term "Board or District" as used in this agreement, shall mean the Park Hill Board of Education or its duly authorized representatives.
2. The term "Employee," as used in this agreement, shall mean all employees represented by the PHNEA in the bargaining unit.
3. The term "PHNEA," as used in this agreement, shall mean Park Hill National Education Association.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

Except as explicitly limited by a specific provision on this Agreement, the District shall have the exclusive right to take any action it deems appropriate in the management of the District and the direction of work force in accordance with its judgment. All inherent statutory and common law management functions and prerogatives which the District has not expressly modified or restricted by specific provision of this Agreement are retained and vested exclusively with the District.

## **ARTICLE 3 - ASSOCIATION RIGHTS**

Any information available to the public shall be made available to the Park Hill NEA upon request. The Association agrees to pay the same copy fee charged to the public for the requested documents.

Upon request, the Association will be provided with:

- Name and work location of all custodial employees
- List of custodial resignations, retirees, and transfers
- Current year aggregated full-time equivalent (FTE) total salary placement of all custodians on the current salary schedule (scattergram)

Park Hill NEA will be allowed to use the custodial emails for Park Hill NEA business, provided the Custodial Operations Manager or his/her designee receives a copy of the material prior to distribution. Materials will be identified as to their origin and dated. PHNEA material may be distributed at head custodian meetings and must be posted in primary custodial offices in each building.

Park Hill NEA will be notified of the annual custodial meeting date, time, and location. An Association Representative may be present with an informational table.

Park Hill NEA will be allowed to distribute materials to all new custodians upon hire through the Human Resource Services department.

#### **ARTICLE 4 - NO STRIKE**

The parties hereby acknowledge and recognize that it is illegal and contrary to public policy in the State of Missouri for any public employee organization to encourage or participate in a strike against any public employer.

#### **ARTICLE 5 - DUE PROCESS**

##### A. Administrative Review

An employee shall have the right to an administrative review when a recommendation of dismissal or non-renewal of employment is made. The review shall be a meeting between the employee and fellow employee if desired, the employee's immediate supervisor and the Superintendent or his/her designee.

##### B. Meeting with the Board of Education

Any employee may petition an audience with the Board of Education if the employee is not satisfied that the Administrative Review provided the employee with reasons for termination.

1. The request for an audience shall be made through the Superintendent of Schools and if granted, the employee shall be notified in writing of the time and place at least two (2) business days prior to the date of the audience.
2. The employee shall have the right to have a fellow employee of his or her choice present at the audience.
3. The employee shall be notified in writing by the Superintendent or his/her designee within five (5) business days of the final decision.

#### **ARTICLE 6 - SUSPENSION**

Any support staff employee of the district who has been formally charged in any court of law with the commission of a felony may be suspended from active performance of duty. The salary of the employee shall be continued until formal termination.

## **ARTICLE 7 - EMPLOYMENT AND PROBATIONARY PERIOD**

- A. Prior to beginning duty, new employees may be requested to complete a pre-employment assessment to determine if the essential job functions of lifting, twisting, bending and other physical requirements of the job can be met. All employees shall be subject to the serving of a probationary period which shall be considered as part of the examining process.
1. The probationary period shall be 90 calendar days.
  2. Probationary employees may be separated for any cause by the District during the probationary period without appeal. The District may discharge any such probationary employee without notice to the PHNEA.

### **Placement on the Salary Schedule**

Park Hill has a salary schedule that is designed to be competitive for all support staff work groups. Employees hired to a position may be granted Park Hill experience only if market conditions indicate such an action is necessary. As a general rule, employees hired before March 1<sup>st</sup> will advance to the next step on the salary schedule on July 1<sup>st</sup> if the Board of Education approves step movement.

Current employees transferring to another position will retain steps on the salary schedule if the new position is closely related to the old position.

### **Seniority**

- A. Seniority shall be defined as length of continuous service within the District as a custodian. Accumulation of seniority will begin from the custodian's first working day.
- B. Upon request the District will provide the PHNEA an updated seniority list.
- C. If qualifications are equal, seniority will then be the primary factor in considering a transfer.

### **Vacancies**

- A. All vacancies including newly created positions will be posted online at the Park Hill website. Each vacancy shall contain: minimum qualifications, location of work, rate of pay, and hours of work.
- B. Employees within the district who apply for a vacancy will be given consideration along with outside applications.

### **Transfer**

Employees who desire to transfer to another work site or shift may fill out an online application located on the Park Hill website. All qualified employees who apply for an opening will be notified at the time the opening has been filled. If requested by the employee the district will give the reasons to the employee for non-selection for the vacancy. If qualifications are equal, seniority will then be the primary factor in considering a transfer.

Upon consideration for transfer to an open custodial position, the custodian with the most district seniority shall be guaranteed an interview unless a prior transfer interview has been held during the prior 12 calendar months.

## **ARTICLE 8 - PROFESSIONAL ORGANIZATIONS**

### **Dues Deduction**

Dues for PHNEA and any other teacher organizations may be deducted over the ten (10) month period from September to May from paychecks. Employees beginning employment any time after the first payroll may elect to join this payroll deduction plan within thirty (30) days of the first date of employment with monthly deductions adjusted to accommodate the shorter number of pay dates remaining.

### **Form**

The authorization for PHNEA dues deductions will be given to the NEA organization and then communicated to the district via the appropriate PHNEA representative. Employees must complete a district withholding form to activate other payroll deduction of dues.

### **Cancellation**

Employees may cancel a withholding deduction by submitting a ten (10) day notice in writing to both the Association and the district unless the employee signs a twelve month agreement with the Association and then both the Association and Employee must notify the District of a withholding cancellation.

### **Hold Harmless**

The Association agrees to indemnify and hold harmless the Board, each Board member, and all administrators against any and all claims, losses, expenses, and costs arising out of, directly or indirectly, the application of the provisions in the agreement between the parties for dues deductions.

## **ARTICLE 9 - PAYROLL DEDUCTIONS**

Upon appropriate written authorization, the Board of Education shall, for authorized programs only, deduct from any employee's salary and make appropriate remittance.

## **ARTICLE 10 - ANNUITIES**

### **Eligibility**

All employees are eligible to participate in Tax Deferred Annuity/Mutual Fund programs with payroll deduction privileges as provided by IRS regulations.

### **New Programs**

All tax deferred retirement plans and designated Roth (after tax) program providers must complete appropriate hold harmless and indemnity agreements as determined by the Park Hill School District Business Office

## **ARTICLE 11 - INSURANCE**

- A. Probationary employees are eligible for insurance on the first day of the month following their date of hire. (This does not include employees hired as substitutes).

- B. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and date of premium payments necessary for such coverage shall be determined by the insurance carrier (company).
- C. The Board of Education shall have the right at any time to procure the insurance referred to in this article from any reputable insurance company.
- D. The PHNEA President or designee shall appoint one custodian to serve on the district insurance committee which shall meet as often as necessary to review the insurance programs and recommend changes to the Board of Education.
- E. The District will provide Long Term Disability.

### **ARTICLE 12 - SICK LEAVE**

Custodians employed at least 20 hours per week on a year-round basis will be entitled to paid sick leave, the equivalent of one (1) working day per work month. Sick leave will accrue monthly, beginning with the 1<sup>st</sup> of the month after beginning employment in a position eligible for sick leave.

Sick leave may be used in 15-minute increments if a substitute or Floater Custodian is not utilized. If a substitute or Floater Custodian is called, leave must be used in half-day increments. All days will be accrued/earned on a monthly basis. Unearned days will not be awarded in advance of the date earned.

An employee who uses all of their sick leave days will use other paid leave options, if available, for continued absenteeism.

Unused sick leave may accumulate to a maximum of 150 days. The district will compensate custodians at \$20 per day for sick leave days that go beyond the maximum allowance that can be accumulated. (Paid in July) Sick leave is work lost due to illness or disability, including pregnancy or work-related injury. Employees on a 12 month (260-262 day) work calendar should refer to Article 26 for benefits related to perfect attendance.

Additional unpaid leave may be available for qualifying employees through the Family Medical Leave Act (FMLA). In order to qualify for FMLA leave, employees must have worked in the district for at least one year and must have worked a minimum of 1,250 hours during the past year. More information about FMLA leave can be obtained through Human Resources.

### **ARTICLE 13 - FAMILY SICK LEAVE**

A maximum of nine (9) days family sick leave will be granted per year for illness, surgery, or medical/dental appointments in the immediate family that includes parents, stepparents, brothers, sisters, legally recognized spouse, children, stepchildren, grandchildren, grandparents, cousins, or like relatives of legally recognized spouse. Family sick leave will be charged against the employee's sick leave days.

Other personal situations may be submitted to the Assistant Superintendent of Human Resources for consideration. Documentation may be required.

### **ARTICLE 14 - EMERGENCY LEAVE**

Emergency Leave will be available for natural or unnatural disasters to person, home or property. Emergency Leave will be charged against the employee's sick leave days. Employee must provide an explanation to their supervisor. It is recommended that the employee contact their immediate supervisor at the time of the emergency.

The list below is not exhaustive, but provide examples of acceptable or non-acceptable reasons for emergency leave.

Acceptable Reasons for Emergency Leave	Non-Acceptable Reasons for Emergency Leave
Car accident on the way to work.	Car repairs
Serious home flooding	Yard debris
Fire	Assisting relocation of family member
Serious destruction of property	Burglary or vandalism of personal property
	Illness or funeral of family friend
	Pet-related issues
	Frozen pipes or home repairs

Parents of small children should always have an alternate plan for child care. However, in the event of unexpected loss of child care, a maximum of two (2) days per school year of Emergency Leave may be granted.

Other personal situations may be submitted to the Assistant Superintendent of Human Resources for consideration. Documentation may be required.

**ARTICLE 15 - PREGNANCY, CHILDBIRTH AND ADOPTIVE LEAVE**

Six weeks of leave will be available for the purpose of recovering from childbirth. In the event that childbirth occurs through a Cesarean section procedure, eight weeks of leave will be given. The amount of leave will be charged to the employee’s sick leave days as per the agreement.

For pregnancies, a maximum of ten (10) sick leave days may be used to care for the employee’s legally recognized spouse.

For an employee’s child who has a baby, an employee may use a maximum of two (2) sick leave days during the first thirty (30) days after the birth. Block out dates apply.

Six weeks of leave will be available to the primary caregiver for the purpose of adopting a child. The amount of leave will be charged to the employee’s sick leave days as per the agreement. Ten (10) days of leave will be given to a non-primary caregiver who is adopting a child. The leave will be charged to the employee’s sick leave days as per the agreement.

Additional unpaid leave is available through the Family and Medical Leave Act. Individuals should contact Human Resources for additional information regarding Family and Medical Leave.

It is important that supervisors and administrators be informed as soon as possible about the need for childbirth or adoptive leave so that appropriate substitute arrangements can be made.

**ARTICLE 16 - PERSONAL BUSINESS LEAVE**

- A. It is the intent of the Board that such leave shall be for the purpose of conducting personal business which cannot be conducted outside the working day. Personal business leave will be allocated according to the chart below.
- B. Employees may also request that the Assistant Superintendent for Human Resources approve the conversion of one of their sick leave days to an additional personal business leave day.
- C. The following rules will apply for granting of personal business leave for employees:



Type of Employee	Start Date of Employment	Personal Business Leave Given
12 Month, Benefit Eligible, with 17 Paid Holidays	July 1st	2 days in the Fall semester, 1 day in January to be subtracted from sick leave when used
12 Month, Benefit Eligible, with 17 Paid Holidays	July 2 <sup>nd</sup> through December 31st	1 day in January, to be subtracted from sick leave when used
12-Month, Benefit Eligible, with 11 Paid Holidays	July 1 <sup>st</sup>	4 days in the Fall semester, 2 days in January. One day in January will be subtracted from sick leave when used.
12-Month, Benefit Eligible, with 11 Paid Holidays	July 2 <sup>nd</sup> through December 31st	2 days in January, one of which will be subtracted from sick leave when used
Less Than 12 Month, Benefit Eligible	July 1st through August 30th	1 day in the Fall semester, 1 day in January to be subtracted from sick leave when used
Less Than 12 Month, Benefit Eligible	September 1 through December 31	1 day in January, to be subtracted from sick leave when used

- D. Personal business requests shall be submitted to the immediate supervisor at least twenty-four (24) hours in advance. The request shall be subject to approval according to service and coverage conditions permitted by the immediate supervisor.
- E. An employee may accumulate up to five (5) days of personal business leave. Accumulation equals carry over plus current year allocation.
- F. In any one year, twelve month employees may carry over two (2) personal business days and less than twelve month employees may carry over three (3) days per year.
- G. Personal business days past the maximum number of days allowed to be carried over to the next year will be added to an employee's sick leave.
- H. Personal business leave can be taken in 15-minute increments if no substitute is used to cover the employee's absence. If a substitute is used, personal business is to be taken in half-day increments.

**ARTICLE 17 - PROFESSIONAL LEAVE**

Professional leave for custodians may be available upon request. Leave must be approved by the Custodial Operations Supervisor and by the Assistant Superintendent of Human Resources.

**ARTICLE 18 - JURY AND WITNESS LEAVE**

An employee will be granted paid leave for time spent responding to a summons for jury duty, time spent participating in the jury selection process, time spent actually serving on jury, or when subpoenaed to appear in court. An employee will not be terminated, disciplined, threatened or otherwise subjected to adverse action because of the employee's receipt of or response to a jury summons. The employee shall present documentation of his or her jury service to the building principal or an immediate supervisor.

If the subpoena is directly related to the employee's school duties, the employee will be released for court appearance without loss of leave.

Other court appearances due to personal situations will be deducted from the employee's personal

business leave or vacation.

### **ARTICLE 19 - CRIME VICTIM LEAVE**

Any employee who is a crime victim, who witnesses a crime or who has an immediate family member who is a crime victim will not be required to use vacation, personal business, or any other paid leave in order to honor a subpoena to testify in a criminal proceeding, attend a criminal proceeding, or participate in the preparation of the criminal proceeding.

### **ARTICLE 20 - BEREAVEMENT/FUNERAL LEAVE**

In the event of death in the immediate family of the employee or employee's legally recognized spouse, bereavement leave may be used. A maximum of three (3) days may be used in any school year for bereavement purposes. If the immediate family member is a child, stepchild, legally recognized spouse, parent, stepparent, or dependent, an additional two (2) days may be used. Bereavement/Funeral Leave is available to all custodians that regularly work 20 hours per week or more in a year-round position.

Bereavement leave is not cumulative. Bereavement leave will not be deducted from accumulated sick leave.

If additional leave is needed in any school year for bereavement purposes, or other personal situations apply, requests may be submitted to the Assistant Superintendent of Human Resources for consideration. Documentation may be required.

#### Family Defined

Immediate family is defined as legally recognized spouse, child, stepchild, mother, father, stepparent, brother, sister, foster parents, aunt, uncle, cousin, nephew, niece, grandparents, and grandchildren or like relatives of legally recognized spouse or any relative residing in the household.

#### Other Funerals

Attendance at any other funerals will be considered on an individual basis by the superintendent or his/her designee on the recommendation of the building principal.

### **ARTICLE 21 - MILITARY LEAVE**

Any custodian who is a member of the National Guard or of any reserve component of the armed forces of the United States shall be entitled to leave of absence from their respective duties without loss of time, regular leave, impairment of efficiency rating or of any other rights or benefits to which otherwise entitled for all periods of military service during which they are engaged in performance of duty and shall be paid their salary or compensation for a period not to exceed a total of 120 hours in any one calendar year minus the daily rate of pay for military service.

The employee shall make every effort to get leave that will not conflict with the school year.

Additional unpaid leave may be available for qualifying employees through the Family Medical Leave Act (FMLA) for exigencies or for the care of the employee's legally recognized spouse, child, parent, or next of kin who is a service member with a serious illness or injury incurred during active duty in the Armed Forces. In order to qualify for FMLA leave, employees must have worked in the district for at least one

year and must have worked a minimum of 1,250 hours during the past year. More information about FMLA leave can be obtained through Human Resources.

### **ARTICLE 22 – UNPAID LEAVE**

As a general rule, unpaid leave is approved through Human Resources. Employees are expected to use paid leave options or flex time when available to cover absences. Employees that are given paid leave options are expected to manage their time away from work so they have enough to cover their needs. If extenuating circumstances apply that exhaust all paid leave options, or if paid leave is not given to an employee, notify Human Resources as well as your supervisor for approval.

### **ARTICLE 23 - LEAVE OF ABSENCE**

An employee with a minimum of five (5) full years of service desiring an unpaid leave of absence for a personal or family emergency shall make written application to the Assistant Superintendent of Human Resources thirty (30) calendar days, if possible, prior to the date the employee wishes the unpaid leave of absence to begin. Exceptions to this will be made only in certain emergency situations, to be determined by the Superintendent on an individual basis. Sick leave days may not be used during such an unpaid leave of absence.

### **ARTICLE 24 - VACATIONS**

Vacation allowance for employees who work twelve (12) months and a minimum of 20 hours per week will be determined on full fiscal years (July 1-June 30) of service in the district by the following scale:

1 - 3	full fiscal years	=	10 days
4 - 7	full fiscal years	=	15 days
8	or more full fiscal years	=	20 days

- A. Vacation leave will accrue monthly, beginning with the 1<sup>st</sup> of the month after beginning employment in a position eligible for vacation leave.
- B. Vacation leave can be taken in 15-minute increments if no substitute or Floater Custodian is used to cover the employee's absence. If a substitute or Floater Custodian is used, personal business is to be taken in half-day increments.
- C. Earned vacations may be scheduled at times mutually agreeable to the immediate supervisor and the affected employee.
- D. An employee may accrue up to 40 days of vacation leave. Any days past 40, as counted on June 30th, or the first workday thereafter, will be forfeited.
- E. Employees hired after July 1 and prior to June 30 will receive prorated vacation time for that portion of the first fiscal year they were employed.
- F. A full-time employee will be able to accrue 15 days beginning the first July 1 after their third full fiscal year of employment with the district and 20 days beginning on the first July 1 after their seventh full fiscal year of employment with the district.
- G. An employee who resigns or retires from the district with accrued vacation will be paid for 100% of the unused vacation at his/her current rate of pay, up to a maximum number of 40 days.

## **ARTICLE 25 - PERFECT ATTENDANCE**

On an annual basis, a twelve (12) month employee who has accumulated 150 days of sick leave and who utilizes no sick leave, family sick leave, or emergency leave, will receive one (1) additional vacation day for the following year.

## **ARTICLE 26 – BLOCK OUT DAYS FOR CUSTODIAL LEAVE**

Sick leave shall not be granted for absence from work on the day immediately preceding or following a holiday weekend, vacation or days off, unless approved otherwise by the employee's supervisor.

In order to facilitate a smooth beginning and ending of the school year, there will be no vacations approved for the five (5) days before school starts, five (5) days after the first day of school, or the last (5) days of school. A request for exception must include written documentation of “extenuating circumstances” and be submitted with the vacation request.

## **ARTICLE 27 – SPECIAL CUSTODIAN INCENTIVE FOR ATTENDANCE**

All custodians, employed since July 1 of the fiscal year, who do not use any of their sick leave in a given year will be eligible for a \$100 bonus.

## **ARTICLE 28 - HOURS OF EMPLOYMENT (NON-EXEMPT EMPLOYEES)**

Hours of employment are determined by district need and student support requirements

Employees who are assigned with the approval of employee's immediate supervisor to work in excess of forty (40) hours in a week, shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for all hours worked in excess thereof.

If a custodian is called onsite to work outside of his/her regular work schedule due to emergencies or snow removal, a minimum of two hours' work will be given.

All custodians will follow the published work calendar and report to work as required by administration.

## **ARTICLE 29 – HOLIDAY PAY CONSIDERATIONS (NON-EXEMPT EMPLOYEES)**

Holiday pay will be counted as hours worked when considering overtime pay for all employees.

An employee who is required to work on a district designated holiday will be paid a total of two (2) times the employee's regular rate of pay.

An employee who is required to work on a Sunday that is not a holiday will be paid a total of two (2) times the employee's rate of pay. Custodian/Event Assistants will be exempt from this provision.

If a holiday falls on a Sunday and a custodian is scheduled to work, the employee will be paid a total of three (3) times the employee's regular rate of pay. Since the district recognizes the day after a Sunday holiday as a paid holiday, there are three dates in the year that may fall on a Sunday, and qualify for “Sunday holiday” pay if an employee is asked to work:

1. January 1
2. July 4
3. December 25

## **ARTICLE 30 - SEPARATION COMPENSATION**

- A. Upon resignation or retirement under the Public Education Employee Retirement System, an employee with at least ten (10) years of continuous service shall be reimbursed one half of accumulated sick leave at their current rate of pay. The maximum compensation will be one half of 150 days (or 75 days at 100% pay).
- B. If an employee is released from a position by the district for unsatisfactory performance, they are not entitled to this reimbursement.
- C. An employee who otherwise qualifies for a separation/retirement severance and dies while currently classified as an active employee will receive such severance as defined in the appropriate work agreement.
- D. Upon resignation or retirement from the school district, unused personal business leave will be credited to an employee's sick leave. Employees with at least ten (10) years of continuous service shall be reimbursed one half of accumulated sick leave at their current rate of pay.
- E. An employee who resigns or retires from the district with accrued vacation will be paid for 100% of the unused vacation at his/her current rate of pay, up to a maximum number of 40 days.

## **ARTICLE 31 - GRIEVANCE PROCEDURE**

### Definitions

- a. Professional Association Representative: Shall mean a fellow employee selected by the grievant or the local Uniserv Director.
- b. Grievant: Shall mean a custodian or the Association filing a grievance.
- c. Grievance: Shall mean a notification to the grieved administrator by a custodian of a complaint concerning an alleged violation or misapplication of this agreement or the certificated section of the Park Hill Board of Education Policies, Rules and Regulations Manual.
- d. Days: Shall mean business days.

### Procedure

- a. Level One
  - (1) The grievant should request an informal conference with the individual supervisor violating the agreement within ten (10) business days after the occurrence of the event giving rise to the grievance. If the informal efforts are not successful, the grievant should within ten business (10) days of the informal conference, submit the matter on the appropriate form to his/her supervisor and the Assistant Superintendent for Human Resources. The grievant, supervisor and the person being grieved shall confer on the grievance within five (5) business days after the written grievance has been filed with the view of making a conscientious effort to arrive at a mutually satisfactory solution to the problem. At the formal conference, the grievant will appear alone or may be accompanied and represented at his/her option, by a Professional Association Representative.

- (2) If a representative of the Professional Association is to be present at the conference, notice shall be given to the administrator reviewing the grievance at least two (2) business days in advance so that the administrator may also request another administrator to sit in on the conference, if he/she so desires. Following the conference, the administrator with whom the grievance is filed shall communicate his decision in writing within ten (10) business days to the grievant.

b. Level Two

- (1) In the event the grievance is not satisfactorily resolved at Level One, the grievant may appeal to the superintendent. Such an appeal shall be in writing on the appropriate form and shall set forth specifically the grievance and the relief sought. The Superintendent of Schools or his/her designee shall meet and confer with the grievant or grievant and Professional Association Representative on the grievance within five (5) business days of the grievance, with a view to making a conscientious effort to arrive at a mutually satisfactory resolution to the complaint. If a Professional Association Representative is to accompany or accompany and represent the grievant, the superintendent will be notified at least two (2) business days in advance. In such instances, the superintendent or his/her designee may have another administrator present for the meeting if he/she desires to do so.
- (2) Following the conference and within ten (10) business days, the superintendent or his/her designee shall communicate his/her decision in writing together with supporting reasons to the grievant.

c. Level Three

- (1) If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may within five (5) business days following the receipt of the decision of the superintendent or his/her designee, file a written request with the Board's secretary for a hearing.
- (2) If the Board, in its judgment, finds the number of hearing requests to be excessive, it may revert to making judgment on whether or not individual cases will be heard. If the Board determines to hear a grievance, this hearing will be held by the Board at its next regularly scheduled meeting.
- (3) The Board of Education will endeavor to remain neutral and objective in the processing of grievances.
- (4) The hearing will take place in the presence of both parties at which time both sides may present their arguments and may be questioned by the Board. Both sides may be accompanied (or accompanied and represented) at his/her option by one other individual of their choosing. The Board will have until its next regularly scheduled meeting to render its decision. The decision then must be presented in writing to the grievant.
- (5) In the event there is no hearing (because of No. 2 above) both sides shall present their arguments in writing. There shall be no additional information included in the written arguments which were not brought out during the proceedings of Level I and Level II. The Board may call in both parties if it has questions it wants answered before rendering its decision. The Board will have thirty (30) business days after receiving the arguments to make its decision. Once the decision has been made, it must be given to the grievant and the Association in writing.

d. General Provisions

- (1) No reprisals shall be taken by any party to this procedure against any party in interest, any witness and representatives, or any other participant in the grievance procedure by reason of such participation.
- (2) After Level I, no new evidence shall be admitted. Also, the remedy sought shall not be changed after the grievance is filed.
- (3) If the administrator does not render a decision in the time required in the agreement, the grievant may appeal to the next level within five (5) business days. If the grievant fails to do so, the grievance is considered dismissed.
- (4) Failure at any step of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed as acceptance of the decision as rendered.
- (5) All communications to the grievant or building administrator that are required to be in writing shall be served personally or by registered (certified) U.S. Mail. All communications to be delivered to the Board of Education shall be considered served when placed in the hands of the secretary of the Board or Board President.
- (6) The Board and the administration will cooperate with the Association in its investigation of any grievance to the extent that it is reasonable to do so.
- (7) The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits may be extended by a written mutual agreement and signed by both parties.
- (8) It is agreed that any investigation or other handling or processing of any grievance by the grievant or his/her representative shall be conducted so as to result in no interference with or interruption of the instructional program. Unless agreed to by the administration, all grievances shall be processed outside the employee's work day.
- (9) Personnel File - All documents, communications and records dealing with the processing of a grievance will be filed in the employee's personnel file.
- (10) Association Grievance - The Association may initiate and submit grievances pertaining to an alleged violation or misapplication of this agreement or the certificated section of the Park Hill Board of Education Policies, Rules and Regulations Manual affecting a school faculty or the district faculty as a group.

e. Timeline Extension

In order to meet a grievance timeline, one ten (10) business day extension per grievance shall be granted if the grievance process overlaps winter, spring or summer breaks.

**ARTICLE 33 - GOOD FAITH AND DURATION OF AGREEMENT**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to negotiate in good faith any subject or matter not removed by law. All items agreed upon will be set forth in this Agreement.

Duration Period

1. This Agreement shall become effective as of July 1, 2017, and shall be in full force and effect through June 30, 2019.
2. This Agreement is executed and agreed upon this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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PARK HILL EDUCATION SUPPORT EMPLOYEES/  
MISSOURI N.E.A. REPRESENTATIVE

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DATE

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PARK HILL BOARD OF EDUCATION REPRESENTATIVE

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DATE



PARK HILL SCHOOL DISTRICT

**INFORMAL GRIEVANCE**

Grievant:

Person(s) Grieved:

Section(s) of Agreement Allegedly Violated:

Date of Informal Conference:

Persons Present:

Statement of the Problem:

Resolution Sought:

Grievant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Disposition by Administrator(s):

\_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

Received by Grievant \_\_\_\_\_ Date \_\_\_\_\_

PARK HILL SCHOOL DISTRICT

**LEVEL I GRIEVANCE**

Grievant:

Person(s) Grieved:

Section(s) of Agreement Allegedly Violated:

Date of Informal Conference:

Persons Present:

Outcome of Informal Conference:

Statement of the Problem:

Resolution Sought:

Grievant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Disposition by Administrator(s):

\_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

Received by Grievant \_\_\_\_\_ Date \_\_\_\_\_

PARK HILL SCHOOL DISTRICT

**LEVEL II GRIEVANCE**

Grievant:

Person(s) Grieved:

Section(s) of Agreement Allegedly Violated:

Date of Level I Grievance Conference:

Persons Present:

Outcome of Level I Grievance:

Statement of the Problem:

Resolution Sought:

Grievant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Disposition by Administrator(s):

\_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

Received by Grievant \_\_\_\_\_ Date \_\_\_\_\_

PARK HILL SCHOOL DISTRICT

**LEVEL III GRIEVANCE**

Grievant:

Person(s) Grieved:

Section(s) of Agreement Allegedly Violated:

Date of Level II Grievance Conference:

Persons Present:

Outcome of Level II Conference:

Statement of the Problem:

Resolution Sought:

Grievant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Disposition by Board of Education:

\_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

Received by Grievant \_\_\_\_\_ Date \_\_\_\_\_