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Park Hill School District

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Building Successful Futures • Each Student • Every Day

*2017 – 2019*

***SUPPORT STAFF AGREEMENT***

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**PARK HILL SCHOOL DISTRICT**

**SUPPORT STAFF AGREEMENT  
2017 - 2019**

**ARTICLE 1 – INTRODUCTORY STATEMENT**

The following articles include the agreement for 2017 - 2019 school years adopted by the Park Hill School District Board of Education, based upon recommendations of the Support Staff Agreement Committee.

These articles and all of the included provisions shall become effective July 1, 2017 and shall remain in effect for two years.

**ARTICLE 2 - GENERAL PROVISIONS**

A. Employment

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 new employees shall serve a probationary period of 90 days and shall be evaluated at the end of this period.

B. Savings Clause

If any provision of the agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

C. Amendments

In situations where the wording of the agreement is not clear or in cases where a change in the agreement is of mutual advantage, memoranda of understanding will be used to amend the agreement. Such memoranda shall be developed by the Support Staff Interest-Based Bargaining Committee and the Assistant Superintendent for Human Resources and shall be approved by a vote of the Board before becoming effective.

**ARTICLE 3 - COMPLAINTS AGAINST SUPPORT STAFF EMPLOYEES**

Any significant complaint about a support staff employee by a teacher, student, parent or fellow employee shall be reported to the employee by the supervisor receiving the complaint. Any time a statement detrimental to a support staff employee's career or reputation is made a matter of record, the employee shall receive a copy of the statement.

The support staff employee's file in the Assistant Superintendent's office shall be open to inspection by the support staff employee upon request and in the presence of the person responsible for maintaining the file. The employee shall have the right to respond in writing to all material contained in said file. Any statement potentially detrimental to a support staff employee's career or reputation which is made a matter of record may be removed from the personnel file after a period of two (2) years upon mutual agreement of the supervisory administrator, Superintendent of Schools and the support staff employee. Evaluations will be a permanent part of the file.

**ARTICLE 4 - DUE PROCESS**

A. Administrative Review

A support staff 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 support staff 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 5 - 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 6 - SICK LEAVE**

Support Staff employees, according to the Benefit Chart located at the end of this agreement, 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.

Number of Working Days Per Year	Total Number of Sick Days Given Per Year	How Given
Year Round Staff (260-262 Days)	12	1 day per month, July through June
10-Month Staff (186-227)	10	1 day per month, September through June
10.5 Month Staff (228 or 229 Days)	10	1 day per month, August through May
9 Month Staff (177-185 Days)	9	1 day per month, September through May

Sick leave may be used in 15-minute increments if a substitute is not utilized. If a substitute 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 support staff employees 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 19 for benefits related to perfect attendance.

Additional unpaid leave may be available for qualifying employees through the Family and 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 7 - 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 8 - 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 9 - 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 10 - 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 11 - PROFESSIONAL LEAVE**

Professional leave for support staff employees may be available upon request. Leave must be approved by the principal or appropriate director and by the Assistant Superintendent of Human Resources.

### **ARTICLE 12 - 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 leave.

### **ARTICLE 13 - 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 14 - 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 employees that regularly work 30 hours per week or more. Employees that work less than 30 hours a week should consult the Benefit Chart located in Appendix B.

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 15 - MILITARY LEAVE**

Any support staff employee 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 and 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 16 - UNPAID LEAVE**

As a general rule, unpaid leave is approved through Human Resources. Employees are expected to use paid leave options 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 17 - 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 18 - 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 is used to cover the employee's absence. If a substitute is used, vacation 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 19 - 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. The additional vacation day will count towards the maximum number of 40 days of accrued vacation. Any days past 40, as counted on June 30th, or the first workday thereafter, will be forfeited.

**ARTICLE 20 - 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.

Any employee who is required to work on a Sunday that is not a holiday will be paid two (2) times the employee's rate of pay. The Energy Manager position will be excluded from this provision.

Maintenance or Grounds employees:

If a Maintenance or Grounds employee is called onsite to work outside of their regular work schedule due to emergencies or snow removal, a minimum of two hours' work will be given. The Energy Manager position will be excluded from this provision.

All support staff employees will follow the published work calendar and report to work as required by administration.

## **ARTICLE 21 – 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. The Energy Manager position will be excluded from this provision.

If a holiday falls on a Sunday and a Maintenance or Grounds employee is scheduled to work, the employee will be paid a total of three (3) times the employee's regular rate of pay. The Energy Manager position will be excluded from this provision. 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 22 - TRAVEL EXPENSES**

Any support staff employee required to use their own automobile in the performance of their duties shall be reimbursed for all such travel at the I.R.S. rate per mile for all driving required in their duty days. (I.R.S. rate as of July 1 of the year in which the expenses are incurred.)

## **ARTICLE 23 - SUBSTITUTES FOR SUPPORT STAFF EMPLOYEES**

If it is determined necessary by the principal or appropriate director and approved by the Assistant Superintendent for Human Resources, a substitute may be hired to replace an absent support staff employee.

## **ARTICLE 24 - PAYROLL DEDUCTIONS**

Upon appropriate written authorization from the employee, the Board of Education shall, for Board authorized programs only, deduct from any employee's salary and make appropriate remittance for annuities and/or Board approved insurance programs in multiples of the current minimum amount available.

## **ARTICLE 25 - TAX SHELTERED ANNUITIES**

All employees are eligible to participate in 403B and/or 457G Tax Deferred Annuity/Mutual Fund programs with payroll deduction privileges as provided by IRS regulations. All annuity/mutual fund providers must complete appropriate hold harmless and indemnity agreements as determined by Park Hill School District.

## **ARTICLE 26 - MEDICAL REQUIREMENTS**

Employees may be required, due to statute or regulation, to obtain a physical, medical tests, or health screening. Employees may also be required to submit to drug or alcohol screening if concerns arise during the work day. When tests or screenings are required by the district, the cost will be reimbursed or paid by the district.

## **ARTICLE 27 - CERTIFICATIONS**

Employees may be required, due to statute or regulation or district expectation, to maintain appropriate certification for their area of work. Such certifications are generally considered to be necessary qualifications for the position and are not reimbursable. Employees are required to produce documentation upon request of the district to show the appropriate certifications are in place.

## **ARTICLE 28 - FOOD SERVICE UNIFORM COMPENSATION**

All permanent food service employees will be reimbursed up to \$125.00 each school year for the purchase of food service uniforms as required in Food Service Handbook. Reimbursement will be made once a year, in the Fall semester.

## **ARTICLE 29 - INSURANCE PROGRAM**

Each support staff employee who works thirty (30) hours or more per week will be provided the benefits of the district insurance program, subject to terms and conditions of the insurance carrier. In the event of death of an employee currently on the staff, the Board of Education shall pay to the designated beneficiary of school district provided life insurance a death benefit at district expense in the amount of 100% accumulated sick leave based on current salary.

For support staff employees who are not scheduled to work during summer months (June, July or August) insurance premium deductions for summer benefits are included in the months of January through their last month of work for that school year.

Should a benefit-eligible employee that works less than 12-months a year terminate, resign or retire during summer months, benefits will be effective through August 31. Employees that work 12 months a year who terminate, resign, or retire will receive benefits through the end of the month in which employment ends.

Employees eligible for district insurance will begin receiving the benefit on the first day of the next month following their date of hire.

## **ARTICLE 30 - SEPARATION COMPENSATION**

- A. Upon resignation or retirement under the Public Education Employee Retirement System (PEERS) or the Public School Retirement System (PSRS), 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. The maximum compensation will be one half of 150 days (or 75 days at 100% 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 - SCHOOL DISMISSAL BECAUSE OF WEATHER**

All 12 month support staff employees are expected to report to their duty station at their regularly scheduled time. Less than 12 month employees will make up the day according to the District work calendar.

**ARTICLE 32 - PARTICIPATION IN COMMITTEES**

At least two (2) support staff employees shall be included in the District Policies Committee, the District Insurance Committee, and the District Calendar Committee.

**ARTICLE 33 - PLACEMENT ON 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.

**ARTICLE 34 - REDUCTION OF STAFF DUE TO FINANCIAL CONSIDERATION**

When a decrease occurs in the number of positions in a school or program, the employee in that school or program with the least amount of district seniority, in the area of reduction, will be placed in another school or program where the same vacancy exists. If no vacancies exist in the district for the position being reduced, the employee will be given consideration for any other position for which they are qualified. The employee should notify the Assistant Superintendent of Human Resources of specific open positions for which they would like to apply.

Seniority for the purposes of this reduction shall be defined as continuous full-time, complete years of employment in the school district. Seniority date shall be the date of the initial letter of hire with the district.

The following criteria will be used to determine merit and qualifications for the purpose of reduction in staff: evaluations will be given primary consideration, secondary consideration will be given to seniority, areas of special skills and training, and a balance of employee demographics related to minority status.

**ARTICLE 35 - TRANSFER REQUEST FOR INTERNAL CANDIDATES**

Employees who desire to transfer to another work site or shift may fill out an online application located on the Park Hill website. When internal candidates are interested in an open position, the direct supervisor shall interview a minimum of one internal candidate. Employees are not guaranteed multiple interviews for

like positions with different supervisors. Employees should monitor job vacancies on the Park Hill School District's website located under Working in Park Hill.

**ARTICLE 36 - SOCIAL WORKER & RECREATIONAL THERAPIST SALARY PLACEMENT**

- A. Experience in a school position will receive 1:1 mobility. Mobility from an approved social work position will receive 1:2 mobility.
- B. Specialists with LCSW Certification will receive an additional \$600 stipend in addition to their base pay.

**ARTICLE 37 - PARTICIPATION IN EXTRA DUTIES**

Support staff employees are allowed to participate in other activities including, but not limited to, sponsoring a club, assisting with sport events, or coaching on an optional basis. Compensation, if offered, will be paid at the same rate paid to other employees for services. A "Volunteer Services Agreement" must be signed each year in order for support staff employees to participate in extra duties outside of normal work responsibilities, and maintained at the building. Teachers will receive priority in club sponsorships.

**ARTICLE 38 - ADDITIONAL CERTIFICATION FOR MAINTENANCE**

Maintenance employees that are approved by the Director of Operations and the Assistant Superintendent for Human Resources to complete a specialized training program will be granted one additional step on the salary schedule when full certification has been achieved. If certification is not maintained, the additional step will be revoked.

**ARTICLE 39 - GRIEVANCE PROCEDURE**

**A. Definitions**

- a) Professional Association Representative: Shall mean a fellow employee selected by the grievant or the local Uniserv Director.
- b) Grievant: Shall mean a support staff employee or the Association filing a grievance.
- c) Grievance: Shall mean a notification to the grieved administrator by a support staff employee 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.

**B. Procedure**

1. Level One

- a) 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.

- b) 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.

## 2. Level Two

- a) 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.
- b) 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.

## 3. Level Three

- a) 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.
- b) 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.
- c) The Board of Education will endeavor to remain neutral and objective in the processing of grievances.
- d) 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.
- e) 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.

#### 4. General Provisions

- a) 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.
- b) After Level I, no new evidence shall be admitted. Also, the remedy sought shall not be changed after the grievance is filed.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) Personnel File - All documents, communications and records dealing with the processing of a grievance will be filed in the employee's personnel file.
- j) 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.

#### 5. 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.

PARK HILL SCHOOL DISTRICT

APPENDIX A – GRIEVANCE FORMS

**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 \_\_\_\_\_

**APPENDIX B – BENEFIT CHART**

<b>BENEFIT CHART</b> (Support Staff)  2017-19	12 month employees (except Maintenance, Grounds, Custodian, Preschool, and School Age Child Care)	12 month Maintenance, Grounds, Custodian, Preschool, School Age Child Care	10 ½ Month Office Staff, 30 hours or more	10 Month, 9.5 Month, and 9 Month Support Staff, 30 hours or more	Less than 12 Month Support Staff, Less than 30 hours a week
Sick Leave	X	X	X	X	
Family Sick Leave	X	X	X	X	
Emergency Leave	X	X	X	X	
Pregnancy, Childbirth, and Adoptive Leave	X	X	X	X	X
Personal Business Leave	3	6	2	2	
Professional Leave	X	X	X	X	X
Jury / Witness Leave	X	X	X	X	X
Crime Victim Leave	X	X	X	X	X
Bereavement / Funeral Leave	X	X	X	X	
Military Leave	X	X	X	X	X
Unpaid Leave	X	X	X	X	X
Leave of Absence	X	X	X	X	X
Vacations	X	X			
Perfect Attendance Bonus Vacation	X	X			
Holiday Pay	17	11	16		
Insurance Program	X	X	X	X	
Separation Compensation	X	X	X	X	

**NOTES:**

HS Attendance and Media Assistants hired prior to 3/1/2012 will receive paid sick leave, paid personal business leave, and paid holidays.

HS Attendance and Media Assistants hired after 3/1/2012 and before 7/1/2016 will receive paid sick leave and paid personal business leave.

Certified Recess Supervisors hired before 7/1/2016 will receive paid sick leave.

Part-time Teacher Assistants hired before 7/1/2013 will receive paid sick leave and paid personal business.

Part-time Administrative Assistants hired before 8/1/2015 will receive paid sick leave, paid personal business leave, and paid holidays.