

ARTICLES OF AGREEMENT

of

**The Hazelwood School District
Board of Education**

and the

**Hazelwood Federation of School-Related
Personnel, Local 6050, MFT/AFT (AFL-CIO)**

Clerical Staff and Instructional Assistants

2021-2023

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ARTICLE 1

INTRODUCTION

The following articles have been agreed upon between the duly designated representatives of the Board of Education of the Hazelwood School District and representatives of the Hazelwood Federation of School-Related Personnel, Local 6050, the designated exclusive bargaining representatives of clerical employees and instructional assistants providing services in Hazelwood School District, exclusive of Administration Building clerical, supervisory and administrative employees, full or part time, who are paid on the basis of the clerical or instructional assistant salary schedule. The undersigned hereby submit these agreed articles to the Board of Education as articles of agreement and recommend its adoption.

The Board may modify the agreement in emergency, unforeseen or unusual situations such as disasters or other causes of financial hardships that would prohibit the district from operating in a responsible and legal manner. Examples of these situations would be fire, flood, tornadoes, earthquakes, acts of war, acts of terrorism, significant losses of revenue, or large and unusual increase in expenditures. This list is not intended to be all inclusive and this clause is not limited to those items listed above. In the event that the district determines that there is an emergency situation as defined above it shall reconvene the negotiations process with Local 6050 representatives to discuss the situation, collaborate on possible solutions and reach resolution regarding a mutually-agreed upon outcome.

Nothing in this agreement should be interpreted to conflict with any and all Board duties permitted by Missouri statutes.

Pursuant to the above, the Board of Education of the Hazelwood School District has approved by resolution the following salaries, benefits and other terms and conditions of employment for the members of said bargaining unit on June 15, 2021. This agreement between Local 6050 and the Hazelwood Board of Education, shall be in effect from July 1, 2021 through June 30, 2023.

BOARD OF EDUCATION TEAM

Diana Livingston

Dr. Zella Williams

Deborah Toth

Cheryl Kotton

Bonnie Campbell, Ph.D.

Stephen A. Ruhl

Thomas A. P.

ASSOCIATION REPRESENTATIVES

Kristina L. Hazley

Lisa Harkness

ARTICLE 2

EMPLOYMENT AT WILL/GRIEVANCE DISCUSSION AGREEMENTS

Employees shall not have claim to continued employment and shall be considered employees at will and may be terminated at any time for personnel or fiscal reasons.

Employees absent for any reason and whose absences exceed their allowable days of annual leave, plus all accumulated days of leave, and have not been granted an extension thereof by the Board or superintendent, will be deemed to have taken excess leave and will be subject to suspension without pay or termination (all extensions granted by the superintendent or designee will be reported to the Board). Allowable days include compensable, personal days and vacation days. Employees who exceed their allowable days may present a doctor's excuse in order to avoid disciplinary action.

The agreement between the Board of Education and Local 6050 shall govern grievances by employees in that discussion unit. The grievance procedures extended to employees by the Board from time to time shall not be deemed to grant an employment contract.

Nothing contained in this policy or in any other policy of the district shall prohibit the district from terminating at will employees at any time when, in the sole discretion of the Board, the position that the employee fills is no longer necessary for the purposes of the district; or the Board, in light of fiscal conditions, considers the termination of employees is necessary to preserve the financial health of the district.

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ARTICLE 3

INVOLVEMENT IN DECISION MAKING

Communications with employees

The following measures shall be taken to ensure district-wide communication between the administration and employees of the Hazelwood School District:

1. Planned, regular and recurring personal contacts between officials of the district office and employees in the schools.
2. District and school wide meetings of faculty and key personnel.
3. District-wide written communications media.
4. District-wide reports.

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ARTICLE 4

ETHICS

The Board of Education expects that employees shall put forth every effort to promote a quality instructional program in the school district. The Board has stated its policies in the online district policy manual. All employees are expected to be familiar and be in compliance with the contents of these policies.

The Board's various policies relating to conflict of interest will be made known to all employees. It shall be deemed unethical for any clerical staff to attempt to influence a Board member outside of an official Board Meeting in regard to teaching assignments, purchase of equipment and supplies, selection of textbooks, or like matters which are ultimately decisions delegated to the Superintendent or designee.

An effective educational program requires employees with integrity, high ideals, empathy, and human understanding. All employees will be expected to adhere to the general staff ethics policy endorsed by the Board.

On a case-by-case basis, as determined by the Board of Education or administration, employees who receive Board-paid continuing education may be required to sign an agreement with the district to repay the district the cost of the education if the employee resigns as an employee of the district within one (1) year after the completion of the Board-paid continuing education.

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ARTICLE 5

HEALTH AND SAFETY

The health and safety of all employees is of vital importance to the school district. The Board will seek to provide safe working conditions for all employees, and will give prompt consideration to those conditions that may present a threat to the health and safety of employees. Any time an employee has a concern about unhealthy, unsafe or hazardous working conditions, he/she should report it to his/her principal or immediate supervisor, who will evaluate the concern and determine a course of action.

* * * * *

ARTICLE 6

EMPLOYEE PROTECTION

Insurance coverage for the Hazelwood School District employees will be as follows:

Liability Insurance -- All employees will be provided liability insurance that will cover, subject to the provisions thereof, claims arising from acts performed within the scope of their employment.

Workers' Compensation Insurance -- All employees are covered by Workers' Compensation insurance and are eligible for compensation for an injury incurred in the performance of their job. Any accident resulting in injury, no matter how minor, must be reported to the immediate supervisor, who in turn will notify the appropriate administrative office. Following treatment, proper forms must be completed and submitted to the appropriate administrative offices.

1. If an employee is in one of the school buildings during school hours, the employee will report to the nurse who will give emergency care, evaluate the nature of illness or injury, and recommend the procedure for further care.
2. The immediate supervisor is to be notified.
3. During non-school hours the supervisor is to be notified, who will authorize medical attention. If the employee is incapable of transporting self to an emergency room, an ambulance is to be called.
4. After receiving medical attention, the employee is to report back to the supervisor.
5. The safety and security director must be notified within 24 hours following injury or illness.
6. When injured while out of the district on school assignment, the immediate supervisor is to be notified immediately.
7. The first 10 calendar days following the job-related injury or illness shall not be charged against the employee's sick leave. For this period, the employee will not lose any salary. The Board will reimburse the employee the difference between his or her salary and the Workers' Compensation benefits.

8. At the conclusion of the 10 calendar days, employees may choose to use accumulated sick leave with Workers' Compensation or select only Workers' Compensation for the remainder of the absence due to the job-related injury or illness. If an employee chooses to use accumulated sick leave he or she will only be entitled to a total amount of Workers' Compensation and sick pay equal to his or her daily pay.
9. When an employee is cleared to return to work from a Workers' Compensation injury and there is need for follow-up physical therapy, the employee should be instructed that he/she needs to schedule the appointments before or after regular work hours. If he/she decides to schedule the appointment during regular work hours, he/she will be charged with the time off work (sick leave, vacation or personal leave).

Unemployment Compensation Insurance -- All eligible employees are covered by unemployment compensation, and are subject to the provisions thereof.

Medicare Coverage -- All non-certified employees are included in the Medicare system, and thus will become eligible for Medicare hospitalization coverage at age 65, or as otherwise provided by federal law.

Legal Counsel

Any case of assault upon an employee shall be promptly reported to the Superintendent or his or her designee. The Board shall cooperate with any criminal proceedings as a result of the assault and provide legal counsel to the employee if questions arise when dealing with law enforcement and judicial authorities. This does not obligate the Board of Education to provide legal services to the employee for seeking damages through civil court proceedings.

Court Appearance

In the event an "actively at work" employee is called as a witness in connection with the prosecution of a work-related assault, there will be no loss of pay, personal days or vacations days.

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ARTICLE 7

DRUG-FREE WORKPLACE

The following are situations in which employees may be required to undergo testing for drug or alcohol use:

- When there is reasonable cause to suspect that an employee has consumed alcoholic beverages or controlled substances on or off school property during, and/or before reporting to work.
- When an employee is involved in a work-related accident in which the employee is injured, the employee injures someone else, or district property has been damaged and there is reasonable cause to suspect that the employee's involvement in the accident is due in part or whole to the employee's consumption of alcoholic beverages or controlled substances.

Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech or body odors. The observations may include indications of the chronic and withdrawal effects of controlled substances. Personnel responsible for reasonable suspicion judgments (after appropriate training) are as follows:

Supervisor -- principal, assistant director, director

If the supervisor has reasonable cause to suspect, he/she shall request (through the principal or designee) that the superintendent or designee evaluate the employee.

Superintendent or Designee

May include the superintendent or an appropriate administrator he/she designates (usually a director or assistant superintendent)

If the superintendent or designee agrees that reasonable suspicion tests have been met, he or she may require the employee to undergo testing for drug or alcohol use.

When it is evident that an employee has consumed alcoholic beverages or controlled substances off school property during and/or before a school activity, which in the opinion of the school district administrators might impair an employee, the employee will not be allowed on school property, or to participate in school activities. Employees who violate this regulation will be subject to the same penalties as for possession or consumption on school property.

The Board of Education hereby commits to a continuing good-faith effort to maintain a drug-free workplace.

Process Chronology

1. Supervisor confirms reasonable suspicion and refers the employee to the superintendent/designee.
2. Upon confirmation of reasonable suspicion, the employee will be informed of their right to representation.
3. Superintendent/designee interviews the employee.
4. If superintendent/designee confirms reasonable suspicion, the employee will be sent for testing.
5. At the conclusion of the testing process, the testing agency will discuss the results with the employee.
6. If a positive test result is confirmed, the employee will be scheduled to meet with the superintendent/designee and may be accompanied by an appropriate employee representative.
7. The superintendent/designee will apprise the employee of the recommendation that will be submitted to the Board of Education.

The Drug-Free Workplace policy shall be communicated in writing to all present and future employees. Compliance with the policy is mandatory.

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ARTICLE 8

PARTICIPATION IN COMMUNITY ACTIVITIES

The Board urges employees to participate constructively in activities of the school district community. In their relationships with community groups, a conscientious effort should be made by all employees to make school life a part of community life, and to bring the community closer to the schools. Employees should endeavor to know the community's influence on and opportunities for students, as well as for themselves.

Employees are reminded that they may be viewed by the community as representatives of the school district. Therefore, employees should be careful that any information they carry to the public is correct information, not rumor or part truth.

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ARTICLE 9

PARTICIPATION IN POLITICAL ACTIVITIES

The Board of Education recognizes that employees have the same fundamental civic rights and responsibilities as other citizens. Among these are campaigning for elective public office and holding an elective or appointed public office.

No employee will use school system facilities, equipment, or supplies in connection with campaigning; nor will the employee use any time during the working day for campaigning purposes.

Any discussions of politics in the school are to be handled in such a manner as to give unbiased information. An employee shall not impose, or attempt to impose, his or her personal, political philosophy upon the students.

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ARTICLE 10

EMPLOYEE/STUDENT RELATIONS

The relationship between all employees and students in the school district should be one of cooperation, understanding and mutual respect. All employees have the responsibility to provide an atmosphere conducive to learning, which should be accomplished through effective individual and group discipline. All students and staff will treat each other with respect.

Differences and problems that arise between an employee and student are typically best worked out by conferences between these two (2) persons or between the employee and the parent of the student. However, employees and students should immediately report a violation or perceived violation of the district's nondiscrimination and anti-harassment policy (AC), regardless of whether a conference has been held.

No employee may use his or her status as an employee to adversely influence a student of the district. No employee may date, make advances toward, or engage in any sexual relationship with a district student, regardless of the student's age, the perceived consensual nature of the relationship, where the advances are made or whether the employee directly supervises the student. Further, no employee may discuss or plan a future romantic or sexual relationship with a student. All employees possessing evidence of or witnessing such conduct or sexual harassment shall report it to the district's administration immediately. All employees or school officials who know or have reasonable cause to suspect child abuse shall immediately report the suspected abuse to the principal or to the Children's Division (CD) of the Department of Social Services hotline, pursuant to state law.

* * * * *

ARTICLE 11

GIFTS TO AND SOLICITATIONS BY EMPLOYEES

No employee may solicit or accept, either directly or indirectly, any gift, donation, gratuity, or favor with any substantial economic value, or which might reasonably be interpreted by normal community standards as being of such nature that it could affect his or her impartiality or judgment.

Employees of the district shall not sell or receive commissions or other compensation for sales made to the district; nor shall any other consideration be received by any person or persons in behalf of the district without the permission of the superintendent or designee, who shall inform the Board of Education of said consideration at the next session of the Board.

No employee of the Board shall endorse any product or publication purchased by and/or used by the district.

* * * * *

ARTICLE 12

PERSONNEL RECORDS

Information regarding an employee's performance will not be entered or filed in the employee's personnel folder until the employee is given notice, as well as an opportunity to review and sign the information and comment thereon. The employee will have the right to append a reply to the statement, which will also be included in the folder.

Employee Records

At the time of initial employment, each employee shall file with the district prior to the first day of employment a complete application form. All applicants must submit a police record check, fingerprint check and DFS record check with their application prior to employment. The superintendent or designee shall establish procedures and forms for all applicants to secure the proper information so that they will be in compliance with this policy.

For the benefit and use of the district and the employee, each employee is required to maintain a complete up-to-date personnel file in the Human Resources office.

The personnel file shall consist of the following:

1. Application
2. Fingerprint record check results
3. Evaluation forms
4. Employment record
5. Copies of correspondence to and from the employee regarding the job function
6. Department of Family Services record check results
7. Police record check.
8. Transcripts, if applicable

Medical information and immigration records shall be kept in separate files.

ARTICLE 13

COMPLAINTS AND GRIEVANCES

It is the intent of the Board of Education that, through employee's complaints and grievances procedure, employee's complaints will be identified and corrected at the earliest possible time and at the lowest level of supervision. Complaint processing should be viewed as a positive and constructive effort to establish the facts upon which the complaint is based and come to a fair conclusion. Employees will not be discriminated against nor will reprisal be attempted against an employee because a complaint was filed.

I. Definition

Complaint – An employee's assertion that he or she is adversely affected by a violation, misinterpretation or misapplication of a published district policy or regulation, or of an employee handbook, employee contract, employee articles of agreement or existing law. Complaints relating to discrimination on the basis of sex or disability will be resolved in accordance with policies AC and AC-R.

II. Procedures

Complaints will be processed according to the step-by-step procedures outlined below.

A. Step 1

1. A complaint will be presented orally and informally to the immediate supervisor within five (5) workdays of knowledge of the action. If the complaint is not promptly resolved, it will be reduced to writing and submitted to the immediate supervisor. If the matter is not resolved within five (5) working days after discussion, the grievant may submit a formal grievance in writing to the immediate supervisor. Any bargaining unit employee may request a Federation/Union Association representative once the formal grievance has been submitted.
2. Within seven (7) workdays of receiving the written complaint, the immediate supervisor will render a decision in writing to the complainant and the person or persons originally involved in the complaint.

B. Step 2

1. Within five (5) workdays after receiving the decision at Step 1, the complainant may appeal the decision in writing to the assistant superintendent.
2. The assistant superintendent will, within seven (7) workdays of receipt of the appeal, investigate and render a decision in writing to the complainant, immediate supervisor and to the person or persons originally involved in the complaint.

C. Step 3

1. Within five (5) workdays after receiving the decision at Step 2, the complainant may appeal the decision in writing to the superintendent.
2. The superintendent or designee will, within ten (10) workdays of receipt of the appeal, investigate and render a decision in writing to the complainant, the principal or immediate supervisor and to the person or persons originally involved in the complaint.

D. Step 4

1. Within five (5) workdays after receiving the decision at Step 3, the complainant may appeal the decision to the Board of Education.
2. The Board will schedule the matter for a hearing within twenty-five (25) workdays following receipt of the appeal. If the hearing requires the employee to be absent from his/her regular assignment, he/she shall be released without loss of pay or benefits. The complainant has the option to have a support staff organization representative present at the hearing. The Board will render a decision within fifteen (15) workdays after the hearing and record its decision in its minutes. Copies of the decision shall be given to the complainant, the immediate supervisor and to the person or persons originally involved in the complaint. The decision of the Board of Education will be deemed final.

ARTICLE 14

TUITION REIMBURSEMENT

The Board of Education recognizes that professional study at an accredited college, university or vocational program may enable clerical staff member to provide better educational opportunities.

The district shall provide for prorated tuition reimbursement for those successfully completed courses which have received prior approval from the superintendent or designee. Courses eligible for prorated tuition reimbursement shall meet the approval criteria established by the superintendent or designee. The union may submit and discuss with the superintendent or designee a list of recommended criteria. The criteria established by the superintendent or designee shall be approved by August 1.

The district shall set aside the sum of \$15,000 for the period of July 1st through December 31st and \$15,000 for the period of January 1st through June 30th, to be used for the purpose of tuition reimbursement for all support staff, including but not limited to: clerical staff, Local 1, instructional assistants, food service employees, bus drivers and nurses. Any sum not expended between July 1st and December 31st shall be carried over to the following period within the same fiscal year. This sum shall be divided by the total number of approved credit hours. The quotient shall be the amount of money available per credit hour for reimbursement, within the following limitations:

1. The maximum dollar amount of reimbursement per credit hour shall not exceed that which is charged by the University of Missouri, St. Louis;
2. Any course for which no tuition cost is incurred by clerical staff shall not be reimbursed under this proposal;
3. The maximum number of credit hours per clerical staff for reimbursement in any fiscal year shall be nine credit hours;
4. Incidental costs, including but not limited to textbooks, supplies, registration fees and parking fees shall not be reimbursed under this policy.

Upon successful completion of the course, an official transcript or an original report card, along with verification of payment must be sent to the assistant superintendent for Human Resources. Reimbursement shall be made no later than 6 weeks after each period ends and following the receipt of the official transcript or report card and verification of payment.

No payment shall be made to employees no longer with the district at the time of reimbursement.

Guidelines for Tuition Reimbursement

1. Application shall be made to the assistant superintendent of Human Resources and receive approval prior to enrollment in order for an employee to receive reimbursement.
2. Reimbursement will be made when official transcripts of credit or an original report card have been received in the Human Resources office from all employees requesting tuition reimbursement for any particular period.
3. These guidelines shall be reviewed and revised annually, if needed, by the superintendent/designee prior to the beginning of the school year.

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ARTICLE 15

SUPPORT STAFF POSITIONS

The Board of Education recognizes the importance of having well-qualified personnel in support staff positions to assure an efficient and effective educational program. All support staff positions in the school system will be established by the Board, and recommendations for employment will be presented to the Board for approval by the superintendent or designee

Employees shall be defined as personnel employed in non-certificated positions. All support staff members will receive a copy of their job description during the new employee orientation meeting. When a support employee's job description is changed to reflect a revision in responsibilities, a copy will be provided to the employee. A copy will also be provided whenever requested by an employee.

The Board directs the superintendent/designee to maintain up-to-date position descriptions for all support staff. Prior to recommending a new position classification, the superintendent shall develop a complete position description for Board approval.

1. When a new position is created, the supervisor or the person designated by the superintendent will develop a position description of the position.
2. This position description must be presented to the superintendent/designee for approval.
3. The superintendent/designee will present the position description and classification along with his or her recommendations to the Board for approval.

Job descriptions are to be kept in a separate manual dedicated to that purpose and shall be available in the Office of Human Resources during regular business hours.

Duties and Responsibilities

Employees shall perform the duties as set forth in their job description or as assigned by their immediate supervisor.

The job descriptions, while designated for general district-wide application, may be adjusted, as appropriate, by the building principal to meet specific needs of the local school. However, instructional assistants shall be advised concerning

said adjustments regarding the duties and activities of said position which relate to the affected staff.

Instructional assistants provide a supportive role in the educational program, and generally shall not perform, for extended duration, duties of a professional nature which are expected of a certificated teacher.

Confidential Employees

It is the policy of the Hazelwood School District that certain clerical staff be considered confidential employees because they occupy positions of trust and confidence to certain managerial employees of the school district and also because they have access to certain confidential information relating to employees, budget, labor relations and school district policy. At a minimum such confidential employees include all administrative central office personnel. Such employees have access to budgetary information, personnel information, confidential and executive session information relating to the Board of Education and information relating to meeting, conferring and discussing salaries and other conditions of employment with employees and employee representatives. In addition, such confidential employees include, but are not limited to, all secretaries for principals and assistant principals in the school district. Such secretaries for principals and assistant principals have access to employee evaluations and other information relating to employees, employee grievances and possible disciplinary actions involving employees. This policy shall not be construed to exclude as confidential employees any other employees who as a matter of fact and law in particular circumstances are confidential employees.

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ARTICLE 16

TERMS OF EMPLOYMENT AND COMPENSATION PLANS

In determining terms of employment and compensation plans for employees, the Board will take into account the responsibilities of the position, qualifications needed, past experience of the individual and years of service to the district. It will also consider the pay for similar employment in other school districts, and in the private sector of the area.

Terms of employment shall be communicated to all employees at the time of employment.

The assistant superintendent for Human Resources must advise all new employees of the terms of employment which shall include the following:

1. The length and hours of the work day
2. Lunch schedule
3. Vacation policy (if it applies)
4. Sick leave policy
5. Insurance program
6. Rate of pay and pay days
7. Job description and classification, if appropriate
8. Retirement plan
9. Holidays
10. Probationary status and other information pertinent to their employment

Whenever a secretary/clerical employee is temporarily assigned by the principal/director to a higher pay level position, the rate of pay will be submitted for approval to the Board of Education. Temporary refers to longer than one (1) month.

During the 2018/2019 school year, a committee made up of union representatives, and representatives from the Finance and Human Resource departments will meet to develop a new salary schedule. Placement and movement on the schedules will be a part of the discussion.

2021-22 Clerical Salary Schedule

All employees will move one step (row) on the salary schedule for the 2021/2022 school year
 Longevity – Employees who received longevity in 2020-21 per the 2020-21 Articles of Agreement will continue to receive the longevity disbursement as an addition to their base salary for the 2021-22 school year.

	1	2	3
1	\$11.26	\$13.06	\$16.35
2	\$11.59	\$13.42	\$16.81
3	\$11.94	\$13.79	\$17.29
4	\$12.29	\$14.18	\$17.78
5	\$12.66	\$14.58	\$18.28
6	\$13.04	\$14.98	\$18.80
7	\$13.44	\$15.40	\$19.34
8	\$13.84	\$15.84	\$19.89
9	\$14.26	\$16.28	\$20.46
10	\$14.69	\$16.74	\$21.04
11	\$15.14	\$17.22	\$21.64
12	\$15.60	\$17.71	\$22.16
13	\$16.08	\$18.21	\$22.69
14	\$16.57	\$18.73	\$23.23
15	\$17.07	\$19.26	\$23.79
16	\$17.60	\$19.72	\$24.36
17	\$18.14	\$20.18	\$24.95
18	\$18.70	\$20.67	\$25.55
19	\$19.27	\$21.16	\$26.04
20	\$19.87	\$21.66	\$26.54
21	\$20.25	\$22.18	\$27.05
22	\$20.63	\$22.71	\$27.57
23	\$21.03	\$23.25	\$28.10
24	\$21.43	\$23.81	\$28.65
25	\$21.84	\$24.38	\$29.20

- When moving from level 1 to level 2 pay will advance straight across
- When moving from level 2 to level 3 pay will advance straight across and back two (2) steps
- When moving from level 3 to level 4 pay will advance straight across
- When moving from a Principal Secretary to an Administrative Sec 2 pay will advance one step within level 3
- When hiring external candidates, in general, 1/2 step will be given for every year of experience \ (which may include college degree, clerical or other related experience from any other company or school district, etc.). Additionally, every attempt will be made to assign pay commensurate with experience while taking into consideration the pay of others within the same position.

LEVEL 1: Teacher Clerk

LEVEL 2: Building/Department Secretary; Clinic Aide; HR Assistant;
 Administrative Secretary 1 (Department Secretary)

LEVEL 3: Administrative Secretary 2 (HR, Business Office, Curriculum,
 Special Services, Superintendent’s Office) *; Principal Secretary

2022-23 Clerical Salary Schedule

All employees on steps 1 and 2 in 2021-22 move to step A for 2022-23; then Step 3 to Step B, 4 to C, etc.

Longevity – Employees who received longevity in 2020-21 per the 2020-21 Articles of Agreement will continue to receive the longevity disbursement as an addition to their base salary for the 2022-23 school year.

	1	2	3
A	\$12.06	\$13.93	\$17.46
B	\$12.42	\$14.32	\$17.95
C	\$12.79	\$14.72	\$18.46
D	\$13.17	\$15.13	\$18.99
E	\$13.57	\$15.56	\$19.53
F	\$13.98	\$16.00	\$20.09
G	\$14.40	\$16.45	\$20.66
H	\$14.84	\$16.91	\$21.25
I	\$15.29	\$17.39	\$21.86
J	\$15.76	\$17.88	\$22.38
K	\$16.24	\$18.39	\$22.92
L	\$16.73	\$18.91	\$23.47
M	\$17.24	\$19.45	\$24.03
N	\$17.77	\$19.91	\$24.60
O	\$18.32	\$20.39	\$25.20
P	\$18.88	\$20.87	\$25.80
Q	\$19.47	\$21.37	\$26.30
R	\$20.07	\$21.88	\$26.80
S	\$20.45	\$22.40	\$27.32
T	\$20.84	\$22.94	\$27.85
U	\$21.24	\$23.49	\$28.39
V	\$21.64	\$24.05	\$28.93
W	\$22.05	\$24.63	\$29.49

- When moving from level 1 to level 2 pay will advance straight across
- When moving from level 2 to level 3 pay will advance straight across and back two (2) steps
- When moving from level 3 to level 4 pay will advance straight across
- When moving from a Principal Secretary to an Administrative Sec 2 pay will advance one step within level 3
- When hiring external candidates, in general, 1/2 step will be given for every year of experience \ (which may include college degree, clerical or other related experience from any other company or school district, etc.). Additionally, every attempt will be made to assign pay commensurate with experience while taking into consideration the pay of others within the same position.

LEVEL 1: Teacher Clerk

LEVEL 2: Building/Department Secretary; Clinic Aide; HR Assistant;
Administrative Secretary 1 (Department Secretary)

LEVEL 3: Administrative Secretary 2 (HR, Business Office, Curriculum,
Special Services, Superintendent’s Office) *; Principal Secretary

**2021-2022
Instructional Assistant Salary Schedule**

Building Aide/Teacher's Assistant

	BA	TA
1	\$13.13	\$14.65
2	\$13.39	\$14.94
3	\$13.66	\$15.24
4	\$13.93	\$15.54
5	\$14.21	\$15.85
6	\$14.50	\$16.17
7	\$14.79	\$16.49
8	\$15.08	\$16.82
9	\$15.38	\$17.16
10	\$15.69	\$17.50
11	\$16.01	\$17.85

*Each employee gets one step (row) on the salary schedule for the 2021/2022 school year

*Longevity – Employees who received longevity in 2020-21 per the 2020-21 Articles of Agreement will continue to receive the longevity disbursement as an addition to their base salary for the 2021-22 school year.

**2021-2022
Instructional Assistant**

	ISS
1	\$16.81
2	\$17.31
3	\$17.81
4	\$18.36
5	\$18.89
6	\$19.48
7	\$20.04
8	\$20.67
9	\$21.28
10	\$21.94
11	\$22.58
12	\$23.26
13	\$24.19

*Each employee gets one step (row) on the salary schedule for the 2021/2022 school year

* Longevity – Employees who received longevity in 2020-21 per the 2020-21 Articles of Agreement will continue to receive the longevity disbursement as an addition to their base salary for the 2021-22 school year.

**2022-2023
Instructional Assistant Salary Schedule**

Building Aide/Teacher's Assistant

	BA	TA
1	\$13.26	\$14.79
2	\$13.53	\$15.09
3	\$13.80	\$15.39
4	\$14.07	\$15.70
5	\$14.35	\$16.01
6	\$14.64	\$16.33
7	\$15.23	\$16.66
8	\$15.54	\$16.99
9	\$15.54	\$17.33
10	\$15.85	\$17.68
11	\$16.17	\$18.03

*Each employee gets one step (row) on the salary schedule for the 2022/2023 school year

*Longevity – Employees who received longevity in 2020-21 per the 2020-21 Articles of Agreement will continue to receive the longevity disbursement as an addition to their base salary for the 2022-23 school year.

**2022-2023
Instructional Assistant**

	ISS
1	\$16.98
2	\$17.49
3	\$17.99
4	\$18.54
5	\$19.08
6	\$19.68
7	\$20.24
8	\$20.87
9	\$21.49
10	\$22.15
11	\$22.81
12	\$23.50
13	\$24.43

*Each employee gets one step (row) on the salary schedule for the 2022/2023 school year

* Longevity – Employees who received longevity in 2020-21 per the 2020-21 Articles of Agreement will continue to receive the longevity disbursement as an addition to their base salary for the 2022-23 school year.

ARTICLE 17
SUPPLEMENTARY PAY PLANS

The Board of Education recognizes that it may occasionally be necessary for employees to work more than forty (40) hours during a given work week. Whenever such overtime situations occur, the following provisions will be applicable employees in non-supervisory positions:

1. For purposes of this article, hours worked means all hours during which the employee is required to be on duty -- generally from the required starting time to normal quitting time.
 - A. Meal periods do not count as hours worked unless the employee is required to perform work duties during the meal period. Each employee shall have a duty-free lunch period of not less than thirty (30) minutes. An employee shall not leave school premises during school hours unless proper arrangements have been made and consent of the Principal has been obtained.
 - B. Break periods of twenty (20) minutes or longer do not count as work time.
 - C. Employees may be required to alter lunch and break periods depending on other needs.
2. Employees who begin work earlier or work later than their assigned hours must receive prior authorization from their immediate supervisor.
3. Employees who work more than forty (40) hours during any work week shall be paid one and one-half times his or her normal hourly rate of pay for each hour of overtime.
4. Employees covered by this policy are required to complete a daily time record showing actual hours worked. Failure to maintain, or falsify such records may be grounds for disciplinary action.
5. Employees assigned to more than one (1) building in a normal day shall be allowed reasonable travel time between locations. This travel time shall be in addition to the duty-free lunch period.
6. No employee shall be required to use his/her vehicle to perform personal business for the district and/or administrators.

7. Any employee who works during the summer will receive his/her current hourly wage rate of pay or the Board approved rate (whichever is higher) providing he/she is doing his/her normal duties.

Agreements between the Board and employees may provide supplementary compensation for reasons other than the amount of overtime hours worked.

1. Instructional Assistants will receive substitute teacher pay when serving as a substitute teacher for an entire day, for the time worked as a substitute teacher, and their regular rate of pay for the remaining part of the employee's workday.
2. Teacher Clerks will receive Clinic Aide pay when filling in for a nurse for an entire day, for the time worked for the nurse, and their regular rate of pay for the remaining part of the employee's workday.

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ARTICLE 18

FRINGE BENEFITS

Benefits in addition to basic salary are recognized by the Board as an integral part of the total compensation plan for support staff members. The benefits extended to regular full-time support staff members will be designed to promote the economic security of those employees.

The Board of Education shall provide fringe benefits to all full-time employees by offering participation in a group insurance plan.

Any plan of group health insurance shall include a provision allowing persons who retire, or who have retired to become members of the plan if they are eligible to receive benefits under the non-teacher retirement system, by paying premiums at the same rate as other members of the group, pursuant to the limitations set forth in §169.590 RSMo.

At the time of commencement of coverage under the plan, an employee shall be given his or her first notification of rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Further notification is contingent upon the occurrence of a qualifying event and, in applicable situations, notification to the district that a qualifying event has occurred, as required by law.

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ARTICLE 19

LEAVES AND ABSENCES

The Board believes that the provision of leaves for employees helps to attract and retain persons who will maintain their physical health and have a feeling of security. The Board believes this can best be accomplished in the following ways:

1. Encourage employees to take the necessary time to recuperate from illness.
2. Provide employees with income in the event of illness or accident.
3. Provide a way for employees to arrange for absence in the event of an emergency.
4. Cooperate with employees in arranging time for the performance of certain obligations or for other personal purposes that can be accomplished only during school time.

Salary deductions will be made for all absences which are not covered by the various leave policies.

All absences are accounted for on the automated time keeping system, which is completed and submitted by the employee to the immediate supervisor prior to absence.

Employee Termination at the End of Benefit Period

All staff of the Hazelwood School District are limited to the various sick leave days and compensable days adopted annually by the Board, whether the injury is work related or not. In the event that an employee requires a longer convalescent period than the sick and compensable days available to the employee, then:

1. Prior to the expiration of all such days, the employee shall request additional uncompensated leave;
2. The employee shall furnish the Board of Education with all appropriate medical documents; and
3. After the employee has used his or her compensable days and sick days, the Board may grant up to an additional ninety (90) calendar days of

uncompensated leave. Any continuation of employee benefits shall be at the expense of the employee during such additional period.

An employee who is eligible for leave under the Family and Medical Leave Act is entitled to any additional benefits that are required under the Act.

When an employee is terminated because of medical reasons and is rehired, the following salary placement procedure will occur:

- A 12-month employee will advance on their salary schedule if employed half a year or more during the same school year. Less than 12-month will advance on their salary schedule if employed more than half of their regular year of employment.
- During the staff member's employment in Hazelwood School District, only one time will a half year be counted toward a salary increment. Thereafter, one full year will equal an increment.

Subject to the provisions of the Americans with Disabilities Act, if an employee is unable to return to duty without medical restrictions that cannot be reasonably accommodated at the end of his or her available compensable days or at the end of any additional uncompensated days awarded by the Board, as set forth above, the employee's position shall become vacant and the employee terminated. Nothing in this paragraph shall prevent a terminated employee from reapplying for an available position with the District after his or her illness or disability has been removed, and the Board, upon recommendation of the administration, may return the employee to his or her former position on the salary schedule or such other position and salary as the Board deems appropriate considering the needs of the District. The Board, may, but shall not be required to restore the employee to his or her former position with the prior years of credit accumulation, or such portion thereof as the Board sees fit.

In the event that the provisions of this policy would result in an automatic termination of an employee prior to an official act of termination by the Board, the administration, in its discretion, may suspend the provisions of this policy pending an official Board meeting.

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ARTICLE 20

COMPENSABLE LEAVE

Compensable Leave

On the first day of each school year, employees shall be credited with the number of compensable leave days that equal the number of months they are required to work according to their position description. Compensable leave may be accumulated to a total of 180 days. Compensable leave shall be used for sick leave, bereavement leave and religious observance.

Employees employed after the beginning of the school year shall be credited with compensable leave allowance equal to the remaining months the employee are required to work according to their position description. Any remaining accumulated days of compensable leave shall be forfeited on the effective date of an employee's resignation or termination.

1. If in the opinion of the immediate supervisor, an employee is unable to perform assigned duties satisfactorily because of illness, surgery or injury, the supervisor has the authority to require written approval from a physician authorizing continuation on the job, or to require the employee to remain off duty until the condition clears. If a clerical staff employee appears to be physically unable to fulfill assigned duties, the immediate supervisor may require the employee to submit a written statement from a physician regarding Clerical staff employee's physical condition to perform the assigned duties.
2. The Board of Education reserves the right to implement procedures designed to protect the health and welfare of the students and staff.

Sick leave may be granted in the event of illness in the immediate family of the employee or the family of the wife or husband of clerical staff employee, covering the following: spouse, children, parents, brothers, sisters, grandchildren, grandparents, or a person financially dependent upon the employee. Financially dependent does not mean an employee of an employee.

Whenever use of sick leave is for a Family/Medical Leave Act (FMLA) qualifying reason and an employee is FMLA "eligible," return-to-work certification proceeds according to FMLA regulations. For FMLA purposes, the district hereby requires that every employee in this unit whose absence is for the employee's own serious health condition, submit a return to work certification before being eligible for reinstatement.

Employees who notify the District of their retirement on or before January 31st and who have accrued a minimum of 50 unused compensable days may sell back 40 days to the District at a rate of \$60 per day.

Bereavement Leave

Up to five (5) days may be used for each bereavement of a member of the immediate family with the days charged to compensable leave. Immediate family is defined as parents, spouse/significant other, siblings, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, aunts, uncles, nieces, nephews, and legal guardians. Additional days of available compensable leave, if needed, may be requested from the Asst. Superintendent for Human Resources.

Religious Observance

Employees may use up to 3 day(s) for religious observance obligations that cannot be fulfilled before or after the normal school day schedule or on a Saturday or Sunday. The religious observance days will be charged to compensable leave. Accumulated compensable leave days may not be used for this purpose. Additional days of available compensable leave, if needed, may be requested from the Asst. Superintendent for Human Resources.

Personal Leave

Each employee shall be granted two accumulating personal days per year. Employees reporting no later than the first day of the first semester shall be credited each year with two (2) days of personal leave. Personnel reporting no later than the first day of the second semester shall be credited each year with one (1) day of personal leave. Unused personal days may be carried over into the next year as accumulated compensable leave.

Personal days are to be used for personal matters (other than vacation) that cannot be handled through any other leave. These days may not be used on days classes are dismissed or reconvened, or before or after a holiday except in cases of unforeseen circumstances of personal matters (other than vacation) that cannot be handled in any other manner, as determined by the principal or supervisor.

Documentation

Documentation may be required for any absence.

Incentives

Employees will receive \$125.00 per quarter for perfect attendance and will receive the first payout on the first check following the time period in which it was earned with the last payout coming on the last paycheck of the school year. Perfect attendance is defined as no absences, compensable or non-compensable. Should a 9.5 month employee use a compensable day when the School District is closed due to inclement weather and the day will not be made up at the end of the year, such use shall not cause the employee to be ineligible for the perfect attendance incentive.

ARTICLE 21

SICK LEAVE BANK

Definition

The sick leave bank is a voluntary organization which seeks to meet the needs of its members. Sick leave shall be caused by illness of the employee, spouse and/or children.

Membership

Support staff who carry over at least two (2) compensable days from the previous year is eligible for membership in the sick leave bank. Open enrollment shall be from September 1st through September 30th of each year. A membership list will be available by October 15th.

Administration

A sick leave bank board will be organized to develop guidelines for the purpose of maintaining a procedure to donate and withdraw sick days. The rules and regulations concerning the use of days will be submitted to the Board of Education for approval. The sick leave bank board will be comprised of three employees/designees from the representative group and two administrators from the Hazelwood School District. The members will serve two-year terms with employees being selected by the representative group and administrators being appointed by the Hazelwood Board or its designee.

Withdrawal of Days

Requests to withdraw days from the bank shall be made by written request to the sick leave bank board by the employee or designee. Requests will be considered only after accumulated sick leave, vacations and personal leave have been exhausted and an additional absence of three days occurs during the period of illness or injury. Maximum withdrawal by any member during one year may not exceed sixty (60) work days.

The sick leave bank board shall approve or disapprove requests for withdrawals, based upon careful consideration of the needs of all members.

Requests for withdrawal must be approved by a majority vote of the sick leave bank board. Unused bank days shall remain in the bank but shall not exceed two times the membership in the bank.

Additional Donations

If the total number days in the bank are reduced to a number less than one-half of the number of members in the bank, the bank board may require members to donate one day or more to the bank. All members shall be given written notice of the requirement for additional donations. Members may elect to continue their membership by authorizing the additional donation or may terminate membership by choosing not to make the required donation. If an employee terminates membership, his or her reinstatement shall be in accordance with the requirements for first year members. Days donated previously shall not be refunded upon termination of membership. Former members who are re-employed will be reinstated without donation of days unless additional days have been assessed during their absence. If the bank uses all days at any time and donations are not made, the bank will be discontinued.

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ARTICLE 22

FAMILY AND MEDICAL LEAVE

All employees are eligible for leave for the birth, adoption and first-year care of the employees child upon proper application for a period not to exceed one (1) year. For employees who are eligible for leave under the Family and Medical Leave Act (FMLA), the district's leave will be applied concurrently to the FMLA leave. It is emphatically the position of the district that this policy is not intended to expand the 12-workweek applicability of the FMLA.

1. Employees giving birth may use compensable leave, if available, for days when the employee is not physically able to return to work, as verified by a physician. Medical certification is not necessary for the first 30 days of the leave but will be required for use of compensable leave beyond the first 30 contractual days. Employees taking this leave for adoption or first-year care of the employee's child may use up to 30 compensable days, if available, during the first 30 days of leave. Otherwise, pregnancy, childcare and adoption leave will be without pay.
2. Childcare and adoption leave will commence on a mutually agreeable date that shall be determined by the superintendent or designee after consultation with the employee.
3. Board-paid benefits will continue through the first 90 days of leave, if the employee qualified for the benefits prior to the leave. After the first 90 calendar days, insurance benefits may be continued at employee's expense.
4. Employees will advance on the salary schedule if the employee works a semester or more during the school year in which the leave was taken. During the employee's tenure in Hazelwood a half year (one semester) will be counted towards a salary increment only one (1) time. Thereafter the employee must work two (2) semesters to qualify for an increment.
5. If there are any unpaid days during the leave, the employee will be shown as a plus (+) on the Length of District Service List.
6. Employees may or may not accumulate retirement credit for days taken under this leave in accordance with law.

Notification of Leave

Employees must notify the immediate supervisor and the human resources office of the need for an anticipated duration of the leave at least 30 days before leave is to begin, if foreseeable, by submitting a Notice for Pregnancy, Notice of Childcare, or Notice of Adoption leave form. If 30 days' notice is not practical, Clerical staff must give as much notice as possible.

Return to Duty

Employees must:

- Notify the superintendent in writing 30 days prior to return.

Return to duty will depend upon the availability of a position in the area in which the employee is qualified.

An employee's failure to notify the superintendent of the desire to return to duty removes obligation of the district to re-employ.

In the case of a miscarriage, stillbirth or death of the child, employees may make application for an immediate return to full-time duty. This shall be contingent upon the written approval of the attending physician

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ARTICLE 23

CIVIC LEAVE

Jury Duty

All employees shall be granted leave when called to jury duty. The salary paid by the district for the days an employee serves on jury duty shall not be reduced by the amount of money the employee receives in juror's fees.

A copy of the subpoena and a certificate or statement of attendance from the deputy clerk of the court must accompany the automated time keeping system.

Employee Under Subpoena as Witness

Employees shall be granted leave when called under subpoena from any court to appear as a witness, providing the employee is not involved as either plaintiff or defendant.

The salary paid by the district for the day(s) an employee serves as a witness under subpoena shall not be reduced by the amount of money the employee receives in witness fees.

A copy of the subpoena shall be submitted to the principal attached to the automated time keeping system.

Military Leave

Military leaves shall be granted in accordance with state and federal law.

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ARTICLE 24

LEAVE NOT CHARGED TO COMPENSABLE LEAVE

Unpaid Emergency Leave

In extenuating circumstances beyond the employee's control, the superintendent/designee may grant unpaid emergency leave to any employee needing time off for reasons other than illness, providing available personal days have been exhausted. Any employee wishing to request unpaid emergency leave should contact the Office of Human Resources.

Association/Union Leave

The superintendent shall have authority to grant association/union leave to members of the association/union designated as representatives to local, state or national conferences, or on other business pertinent to the association/union. These requests shall be made in writing to the superintendent.

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ARTICLE 25
VACATIONS AND HOLIDAYS

Vacations

Twelve month employees will accrue vacation at the rate of .8333 days per each pay period except for third pays of the month, with a full fiscal year's accrual being 20 days. They must be accrued before being used.

1. As of July 1 of any year no employee may have more than twenty (20) days of accrued vacation.
2. Vacation days used by the employee shall be recorded on automated time keeping system in addition to the attendance report provided for the superintendent or designee.
3. A copy of the attendance report shall be given to the payroll department which will keep a record of the vacation days used by each employee.
4. An employee's supervisor shall approve vacation time before it is taken and is responsible for keeping records of vacation days used and due for each clerical staff employee.

Following the third full year of employment and thereafter, all eleven (11) month secretaries will receive five (5) days of vacation pay in July. In the event of retirement becoming effective at the end of a school year, the five (5) days will be paid. When an employee changes positions within the clerical classification, his or her time accrued toward vacation eligibility shall remain available for the employee to take during the appropriate school year.

Settlement of vacation days at termination/retirement will be paid in a lump sum at the same rate(s) as if the employee were still active and used vacation days consecutively following their last day of work.

Holidays

All employees shall be granted holidays in accordance with job descriptions approved by the Board.

For twelve (12) month employees the following shall apply:

The Board shall grant twelve (12) paid holidays when they occur during the work week and if school is not in session. When any of the days

named shall fall on a Saturday or Sunday, the day observed by the state, nation, or by proclamation shall be recognized as the holiday.

The day preceding New Year's Day, New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Friday following, the day preceding Christmas Day, and Christmas Day

Employees who work 10.5 and 11 months receive eleven (11) paid holidays:

The day preceding New Year's Day, New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Memorial Day, Labor Day, Thanksgiving and the Friday following, the day preceding Christmas Day, and Christmas Day

Employees who work 9.5 months shall receive ten (10) paid holidays as follows:

New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Good Friday, Memorial Day, Labor Day, Thanksgiving and the Friday following, the day preceding Christmas Day, and Christmas Day.

When Christmas and New Year's Day are observed on a Monday, the previous Friday will be considered the day preceding Christmas or New Year's. If Christmas or New Year's is observed on Tuesday, Wednesday, Thursday or Friday, then the preceding day shall be considered a holiday.

Any employee who is absent the day preceding and/or following a paid holiday shall be paid for the holiday if the absence is compensatory. If the absence is not compensatory, then the employee shall not be paid for the holiday.

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ARTICLE 26
ORIENTATION

New employees shall be properly oriented upon assuming a position. The orientation shall be the responsibility of employee's immediate supervisor.

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ARTICLE 27

ASSIGNMENTS, TRANSFERS, AND PROMOTIONS

Recruitment procedures will not overlook the talents and potential of individuals already employed by the school district. Any current qualified employee meeting the stated requirements may apply for any position in the district.

Assignments

Each employee shall be given a specific assignment in terms of duties, work hours and year, and to whom he or she is responsible. Such assignments shall be subject to change by the superintendent or appropriate supervisor.

Transfers and Reclassifications

Relocation of personnel may become necessary to meet load conditions, building or program requirements, or for other good reasons.

Transfers require the recommendation of the immediate supervisor and the approval through channels of the superintendent.

All decisions concerning transfers and/or reclassification may be appealed by the employee, through channels, to the superintendent, and if not amicably resolved may be appealed to the Board for final decision.

Secretarial/Clerical employees, teacher assistants and building aides who are paid by a federal or state funding program shall be given due consideration for continued employment with the district should said funding end. Other continued employment shall be based on one's knowledge, skills, abilities and job performance with the district.

In the event an employee is offered and accepts a new position, salary placement rules, where implemented, will be followed. These placement rules will be outlined on the back of the respective salary schedules where applicable.

Voluntary Transfers

An employee must have an acceptable performance record in order to request a transfer.

1. When vacancies or new positions become available, the immediate supervisor shall notify the human resources office.

2. A position description, the date of vacancy will be available and any other pertinent information including qualifications and special skills shall be supplied to the human resources office.
3. The Human Resources office will electronically post notices of the vacancy including classification, qualifications and requirements to the district website.
4. Should the supervisor select an employee of the district, the Human Resources office and the employee selected should be so advised. The assistant superintendent for human resources and/or the superintendent shall approve the classification and salary. The supervisor making the selection shall advise all applicants as to his or her decision within a reasonable length of time.
5. Support Staff recruiting and hiring will comply with Policy GDC-1 (Support Staff Recruiting and Hiring).
6. Notices posted regarding any vacancy should remain ten (10) working days.
7. All voluntary transfers of personnel must be submitted to the superintendent/designee for final disposition.
8. The filing of a request for transfer shall be without prejudice to the employee and shall not jeopardize his or her present assignment. The request may be withdrawn at any time prior to the official confirmation that the transfer has been approved.
9. Voluntary transfers shall be made effective at the time and date that is in the best interest of the district.

Reclassification

Reclassification may be voluntary, or due to re-evaluation of duties as recommended by the superintendent/designee.

1. Reclassification may occur at any time because of increasing or decreasing responsibilities of a position.
2. The supervisor shall advise the Human Resources office of changes in the responsibilities of a position and request a re-evaluation of the position and position description.
3. The recommendation for reclassification shall be submitted to the superintendent/designee for his or her decision.

4. A person whose position has been reclassified shall be notified of the reclassification of the position by his or her immediate supervisor.

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ARTICLE 28
USE OF BULLETIN BOARDS

Groups or individuals other than administrative personnel and organizations approved to represent employees wishing to display materials on bulletin board must have the approval of the administrator of that building or the department head. Such approval will be indicated by the administrator or department head initialing the materials to be displayed.

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ARTICLE 29

TRAINING OPPORTUNITIES

Training and development opportunities for employees are essential to the efficient and economical operation of the schools.

Therefore, all employees shall be encouraged to grow in job skills and to take additional training that will improve skills on the job. On-the-job training shall be given as needed and/or recommended by the supervisors. The District shall provide in-service for all employees on a continuing and regular basis at no cost or loss of pay or time to employees.

Absences to attend meetings, conventions, conferences, or workshops of local, state or national associations which serve to advance the welfare of the district through the upgrading and strengthening of non-instructional service may be granted by the superintendent of schools without loss of pay to employees. If the district selects an employee to attend a specific training session, the employee will be reimbursed expenses and the employee's salary. The automated time keeping system should indicate "school business."

Employees wishing to attend a workshop, conferences, meetings, etc., shall make their request known in writing to their immediate supervisor.

The supervisor with his or her recommendation shall forward their request through channels to the superintendent for a decision.

On a case by case basis, as determined by the Board of Education or administration, employees who receive Board paid continuing education may be required to sign an agreement with the district to repay the district the cost of the education and related expenses in excess of \$1000 if the employee resigns as an employee of the district within one year after the completion of the Board paid continuing education. The continuing education registration form for any training costing \$1000 or more shall state this requirement.

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ARTICLE 30

SUPERVISION

The immediate supervisor shall be responsible for supervising all employees under his or her jurisdiction. The purpose of supervision shall be to:

1. Aid employees to attain and maintain maximum effectiveness in skills, attitudes and characteristics which pertain to his or her assigned duties and the educational system;
2. Promote closer, better understanding among personnel of their role on the educational team;
3. Evaluate performance according to planned program.

The evaluations shall be frequent and long enough to implement these principles.

The immediate supervisor shall direct the assignment and supervision of his or her employees.

Each employee shall be informed as to his or her immediate supervisor and/or, if necessary, any joint supervision. Employee shall be responsible to only one supervisor for any one function.

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ARTICLE 31

EVALUATIONS

The Board believes that a program of continuous evaluation is necessary for the improvement of employees and of the educational program. It shall be the responsibility of the superintendent or designee to develop a continuous evaluation program for all support staff personnel.

1. The superintendent/designee shall be responsible for the formation of a support staff evaluation committee for the purpose of periodic revisions of the evaluation process and instrument. The committee shall include at least one (1) representative from each support staff association/union.
2. The immediate supervisor annually evaluates personnel under his or her supervision. The final evaluation should be a culmination of an on-going evaluation throughout the school year and shall be completed by June 1.
3. The immediate supervisor will discuss the evaluation with the employee and advise the employee of their final evaluation.
4. Recommendations concerning final evaluations will be provided to the Superintendent/designee.

The evaluation shall cover the major areas of the employee's responsibilities and duties to the school system.

Standards for evaluation shall be enumerated in all areas to be evaluated. An "unsatisfactory" evaluation requires justification and substantiation, together with written suggestions for improvement.

The performance areas that are marked unsatisfactory shall be remediated in a timely manner. The time allowed shall be determined by the principal/designee; sufficient time shall be provided for improvement. If the evaluation occurs at the end of the school year the time allowed for remediation may be extended to the next school year. Employees shall acknowledge receipt of their evaluation and a copy of the evaluation shall be provided to the employee at the time of evaluation.

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ARTICLE 32

REDUCTION IN WORK FORCE

If it becomes necessary to reduce staff, employees with the least length of service with the district will be declared unassigned unless the needs of the district prove otherwise.

Length of district service shall be determined by the actual beginning date of employment.

If two or more employees (in similar positions) have equal and the least length of service with the district, the superintendent or designee shall determine the unassigned employee placement as the district needs.

Attrition, leaves of absence and terminations shall be considered prior to any staff reduction.

Any employee affected by a reduction in force will be notified by the district as soon as it is known.

Recall when vacancies exist would be in reverse order of the layoff by each department. The last person laid off will be the first person recalled.

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ARTICLE 33

RETIREMENT

All employees working at least twenty hours per week shall be covered by the respective state Retirement Plan. Persons engaged by the district as independent contractors, including consultants, are not by virtue of such engagement considered employees of the district for purposes of membership or contribution to the Public School Retirement System or the Public Education Employees Retirement System (PEERS).

Any retiring employee, spouse, surviving spouse, children or surviving children receiving benefits from PSRS/PEERS may elect to continue or enroll in any or all of the district's medical, dental, vision or life insurance plans.

Conditions under which participation may occur are outlined as follows:

1. Premiums for all coverages elected must be paid by the insured.
2. Retiring employees and/or family members may only continue or enroll in those plans which are available to active members of their employee group. Retirees and their family members do not have access to options that are unavailable to active members of their employee group.
3. As is the case with active employees, life insurance coverage is not available to family members, but only the retiring employee.
4. Persons retiring from the district have one (1) year from the date of retirement to qualify for the above-listed benefits, if such benefits are available to employees in the retiree's classification in the district. Coverage will only be provided to family members of retirees if those persons qualify prior to the employee's retirement.
5. Once a family member drops coverage or loses coverage due to non-payment of premiums, re-enrollment will not be allowed. If a retiree drops coverage or loses coverage due to non-payment of premium, re-enrollment will not be allowed unless completed and qualified within one (1) year of retirement.
6. With the exception of life insurance, all eligible coverages may be continued for life, providing the insured is receiving benefits from the PEERS, and provided the district continues to provide health insurance or benefits to its staff members who hold positions in the same employee group as the retiree at the time of retirement.

7. Covered retirees and family members will be subject to the same election periods and change opportunities as active an employee.
8. Premiums for retirees and family members will be the same as those paid by the Board for active employees and by active employees for dependents with the same level of coverage.

At retirement, benefits mandated under COBRA legislation may be elected in lieu of benefits offered under the retiree plan outlined above.

All employees not covered by the provisions of PSRS/PEERS shall be covered by Social Security.

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ARTICLE 34
SUSPENSION AND DISMISSAL

After all proceedings provided under Article 13 if applicable.

- The superintendent may terminate or suspend without pay clerical staff members who are not under contract. The superintendent shall report any such termination or suspension to the Board of Education. The superintendent's decision will stand approved unless reversed by the Board.

- Although employees not employed under contract have no contractual right to continued employment from one academic term or year to the next, such employees may reasonably expect continued employment until notified otherwise.

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ARTICLE 35 ORGANIZATION

The clerical staff and instructional assistants are encouraged to join and participate in the Hazelwood Federation of School-Related Personnel, Local 6050, MFT/AFT (AFL-CIO).

The Hazelwood Federation of School-Related Personnel, Local 6050, MFT/AFT (AFL-CIO) may conduct meetings on campus for bargaining unit during non-working hours and/or lunch periods in accordance with district policies on use of facilities and with the permission of the immediate supervisor.

Representatives of the union shall be allowed to work locations for consultation with an employee during non-working hours, lunch periods, or during the regular workday for mutually arranged meetings with the appropriate administrator. Representatives will obtain a visitor's pass from the office upon their arrival and avoid interfering with the work of any district employee.

Representational functions are those activities engaged in by organization representatives that shall concern the administration of the Articles of Agreement. Representational functions include, but are not necessarily limited to:

- a. Investigation, preparation and presentation of complaints and grievances.
- b. Preparation for and participation in bargaining with the employer.
- c. Preparation of reports required by law.
- d. Attendance at training determined to be to the mutual benefit of the organization and the employer.

District representatives shall, upon request, meet with representatives of support staff organizations no more than once per quarter, unless by mutual agreement, to discuss matters of policy and their implementation. Support staff organizations making a request to meet shall submit specific questions or issues they wish to discuss, at least five (5) workdays prior to the meeting.

Designated bargaining unit representatives may have use of inter-office mail and other electronic systems to communicate official business issues to bargaining unit during non-working hours.

ARTICLE 36

ASSOCIATION DISCUSSION PROCEDURES

Philosophy

The Hazelwood Board of Education and the designated support staff recognize that the operation of an educational institution of highest quality is a common goal. The establishment of a procedure to provide an orderly method for the Board and the recognized support staff to discuss matters concerning salary, welfare provisions and working conditions and to reach mutually satisfactory understanding on these matters is in the best interest of district and public education.

Principles

1. The Board of Education, under law, has the ultimate responsibility for determining policies for the school district.
2. Support staff has the responsibility for providing the best possible service to the school district.
3. Attainment of objectives and goals of the Hazelwood School District requires mutual understanding and cooperation among the Board, administration and the recognized support staff.

Recognition

1. The Board of Education recognizes Local 6050 as the representative association for clerical staff and instructional assistants for the purposes of discussing and arriving at understandings on matters concerning salary, welfare provisions and working conditions. This recognized association shall not represent the administration building staff or administrative/supervisory staff.

It is understood that the discussions to be carried on under this agreement shall deal with the revision of present agreements affecting each support staff group and/or the development of new agreements. Individual grievances related to these matters shall be dealt with under separate Board policies on grievance procedures.

2. The Hazelwood Board of Education is the representative of the public for the purposes of providing the education of children and youth in the

district consistent with societal demands, the prudent expenditure of public funds, and the assessment of the outcomes of the district.

3. The Board and the support staff association and/or unions are responsible for discussing in good faith and seeking understanding on matters of mutual concern. They also should recognize that the prime determinant of policy development and implementation is the welfare of the children.
4. Support staff members have the right to join or to refrain from joining the support staff association and/or union representative of their work group.

Discussion Procedures

1. The association and/or union representatives shall meet and consult with the superintendent or his/her designated representative on matters concerning salary, welfare provisions and working conditions, and make every effort to reach an understanding through the school administrative channels.
2. Formal discussion process shall begin with the union association representative submitting items proposed for discussion to the superintendent by March 1. Discussion will begin and end with one union association before beginning with another union association representative. Deadlines can be extended by mutual consent. Once discussions begin with a group, agreement must be reached within 15 calendar days. Discussions with all groups must be completed by June 1, in order to precede the adoption of the budget for the subsequent school year. The schedule will be set by mutual consent between the Board team and each union association representative.
3. When discussing with the Board, or its designated representatives, the association and/or union may be represented by a committee or team of members composed of not more than five (5) participating members and others in advisory capacity as deemed necessary.
4. Meetings shall be scheduled to interfere at least with the support staff work schedules. If necessary, participating members of the association and/or union team(s) shall be released from work duties to attend meetings.
5. When the discussions have been completed all agreements will be reduced to writing and submitted to the Board of Education for action.

6. All discussions shall be conducted in the Board of Education room of the Hazelwood School District. Room arrangements for seating of discussion teams for all discussion sessions will be the responsibility of the Board of Education team. Only the Board of Education team and the association union team and their uniserve representative may participate in discussions.
7. The Board of Education and the association and/or union teams will exchange all available designated information or estimates on matters to be discussed, as stated in letters of notice, in order to assist the Board and association and/or union representatives in developing accurate and constructive proposals.
8. As soon as possible each year but no later than January 1, the association and/or union representatives shall file with the Board a statement signed by the president and/or chairperson of the organization setting forth the following information:
 - a. The name and mailing address of the association and/or union and a complete list of the name, title and mailing address of each officer.
 - b. The names of individuals authorized to represent the association and/or union and its members designated to serve on the discussion team(s).
9. With respect to any changes in wages, benefits, or terms and conditions of employment the District agrees to inform the Federation President or his/her designee.
10. The District reserves the right to manage its affairs, including the right to hire, suspend, discharge, transfer, promote, or demote as well as the right to relieve employees of duty. In the case of lack of work for other legitimate reasons except as provided specifically in policy, none of the foregoing rights shall be exercised in a manner which is unjust or discriminating.

Discussion Ethics

All discussions shall be carried on in an atmosphere of mutual respect and courtesy.

At no time will the association and/or union(s) take any action or condone any action leading to the cessation or interruption of support staff services rendered to the district.

While discussions are in process, any release of information about discussion sessions must be by mutual consent of the Board team and association and/or union team(s).

The parties pledge themselves to discuss in good faith such matters as have been set forth in this policy.

Meet and confer ground rules may be reviewed and revised by mutual agreement during employee discussions. However, all revisions must be within the parameters of this policy.

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ARTICLE 37
RIGHT TO REPRESENTATION

In all conferences with employees concerning evaluation, transfer, suspension, dismissal or grievances, the employee may be accompanied by a representative of his or her choosing as long as the representative is an employee of the district or a representative of the association. The employee's representative shall not have released time for the conference. No conference may be scheduled to begin later than 30 minutes following the end of their work day where the employee initiating the conference works.

ARTICLE 38

DUE PROCESS AND PROGRESSIVE DISCIPLINE

No employee shall be disciplined in an arbitrary or capricious manner, nor shall any employee be disciplined without just cause. The employee shall be informed within five working days, verbally or in writing, of any complaint that may result in disciplinary action. Any violation of Board Policy, department procedures or other action by an employee that would be detrimental to the welfare of others may also constitute a complaint against the employee.

If there is a complaint against an employee the following steps shall be taken to resolve any problems associated with the complaint:

1. The supervisor/designee will meet with the employee to discuss the complaint at which time the employee may receive a verbal warning unless the matter is resolved. The employee may have a representative of the Association at this meeting and any meeting thereafter.
2. A written warning may follow a verbal warning.
3. A suspension may follow a written warning.
4. Termination may follow a suspension.

The District reserves the right not to follow the progressive discipline steps in instances when there is a matter concerning health, safety, security, theft, insubordination, intoxication, inappropriate conduct toward others or other occurrences determined to be detrimental to the District. Any disciplinary action taken against an employee shall be appropriate to the action being disciplined.

Documentation of all discussions, meetings, correspondence and disciplinary action shall become a part of the employee's personnel file. The employee may request such documents be removed from his/her personnel file two years after the documents were placed in the file.

Nothing in this provision or any other provision in this agreement shall alter an employee's at-will status.