

# **CLASSIFIED BARGAINING AGREEMENT**

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**between**

**The Governing Board of the  
Paradise Valley Unified School  
District No. 69  
and the Paradise Valley  
Support Employees Association**

**2008 – 2009**

**Where Individual Excellence is Our Goal**

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**SECTION I**

**TERMS OF AGREEMENT**



## **ARTICLE 1: ASSOCIATION RECOGNITION**

- A.** The Governing Board of Education of the Paradise Valley Unified School District No. 69 hereby recognizes the Paradise Valley Support Employee Association AEA/NEA as the exclusive representative for all classified employees in the Bargaining Unit for the purpose of collective bargaining on all matters with respect to wages, hours, and other terms and conditions of employment. Such representation shall exclude administrative employees and other employees excluded elsewhere in this Agreement. The Board further agrees not to bargain with any individual or other organization whose membership is comprised of or includes members of the Bargaining Unit. As exclusive Bargaining Agent, the Association shall have the right to appoint representatives to all District committees which affect classified employees.
- B.** The exclusive recognition shall remain in full force unless during the month of November of each calendar year an organization with a verified membership of at least forty percent (40%) of the members in the Bargaining Unit petitions the Board of Education for exclusive recognition. The majority organization shall be determined by a process agreed upon by all parties.
- C.** The recognized Association may not discriminate in its membership on the basis of race, creed, sex, age, marital status, or grade level.
- D.** Nothing in this Agreement is to be construed to restrict the constitutional or legal rights of any employee.

## **ARTICLE 2: DEFINITIONS**

### **A. ASSOCIATION**

“Association” shall mean the Paradise Valley Support Employee Association and its affiliated organizations which is the exclusive Bargaining Agent for the Bargaining Unit.

### **B. ASSOCIATION REPRESENTATIVES**

“Association Representatives” shall mean the members of the Association Bargaining Unit as selected by a process determined by the Association.

### **C. BARGAINING UNIT**

“Bargaining Unit” shall mean all classified personnel employed by the Board of Education exclusive of administration and of the following positions:

1. Administrative Assistant to the Superintendent
2. Administrative Assistant to the Assistant Superintendent for Instructional Support-Elementary
3. Administrative Assistant to the Superintendent for Instructional Support-Secondary
4. Administrative Assistant to the Assistant Superintendent for Support Services/Planning
5. Administrative Assistant to the Assistant Superintendent for Business Services
6. Administrative Assistant to the Assistant Superintendent for Human Resources Services

### **D. BOARD**

“Board” shall mean the Governing Board of Education of the Paradise Valley Unified School District that is a party to this Agreement.

### **E. BOARD OF REPRESENTATIVES**

“Board of Representatives” shall mean the Board members or their officially designated representatives that shall serve as its negotiation team.

### **F. CAUCUS**

“Caucus” shall mean a temporary interruption of the negotiating process to allow either team to meet by itself.

### **G. CLOCK HOUR**

“Clock Hour” shall mean actual time spent in training. Sixty (60) minutes equals one (1) clock hour.

### **H. CONSULTANT**

“Consultant” shall mean a resource person(s) to advise either or both teams.

### **I. CONTINUING EMPLOYEE**

“Continuing employee” shall mean an individual currently working for the District who has completed the initial sixty (60) workday probationary period.

### **J. DAYS**

“Days” shall mean calendar days, unless otherwise specified.

### **K. DISTRICT**

“District” shall mean Paradise Valley Unified School District unless otherwise stated.

### **L. EARLY RETIREMENT**

“Early retirement” shall mean those that take part in an early retirement program with the district and are under the age of sixty five (65) years of age.

### **M. EMPLOYEE**

“Employee” Any use of the term “employee” in this agreement shall include all members of the Bargaining Unit.

### **N. EVALUATOR**

“Evaluator” shall mean an employee approved by the Governing Board to evaluate classified employees.

All evaluators must meet the criteria established by the joint Evaluation Committee and be recommended by the Assistant Superintendent for Human Resources for renewal annually.



**O. FAMILY**

“Family” shall be defined as spouse, father, mother, child, sibling or member of immediate household.

**P. FLEX TIME**

“Flex Time” shall mean a process in which an employee’s hours are adjusted within the same work week. A work week is defined as the period of one hundred sixty-eight (168) consecutive hours beginning Sunday and ending on Saturday. Flex Time must have prior approval by the Supervisor.

**Q. JUST CAUSE/DUE PROCESS**

“Just Cause/Due Process” - Except for probationary employees, no employee shall be dismissed, suspended, reprimanded, reduced in rank or compensation, adversely or unsatisfactorily evaluated, transferred, reassigned, or otherwise disciplined without just cause. Any such action, including adverse evaluation of employee performance asserted by the Board or representative thereof, shall be subject to the Grievance Procedure set forth herein. All information bearing on any disciplinary action will be made available to the employee and the Association.

**R. IMPASSE**

“Impasse” shall mean a predicament affording no escape which has been caused by disagreement between the bargaining teams after full consideration of proposals and counter proposals.

**S. INTERIM EMPLOYEE**

“Interim employee” shall mean an individual currently working for the District who has completed the initial sixty (60) workday probationary period and has a one (1) year only interim contract.

**T. LATERAL TRANSFER**

“Lateral transfer” shall mean movement from one position to another, each of which has the same grade and a similar job description and skills requirement.

**U. NEW EMPLOYEE**

“New Employee” shall mean an individual not previously employed, or who has terminated previous employment in the District.

**V. NORMAL RETIREMENT**

“Normal retirement” shall mean those that retire their employment with the district, meet the requirements specified by the Arizona State Retirement System and are sixty five (65) years of age or older.

**W. PAST PRACTICE**

A past practice is a reasonable uniform response to a recurring situation over a substantial period of time, which has been recognized by the parties implicitly or explicitly, as the proper response.

**X. PRIVILEGED INFORMATION**

“Privileged information” shall mean personal data supplied by sources outside the District which is declared confidential by the issuing party and is inaccessible to the employees covered by this Agreement.

**Y. PROBATIONARY PERIOD**

“Probationary period” shall mean:

1. The first sixty (60) days worked by a new employee.
2. The first sixty (60) days worked by a continuing employee in a new position.

**Z. RECESS**

“Recess” is a mutually agreed upon break in bargaining sessions.

**AA. STATE SCHOOL CODE**

“State School Code” refers to all articles applicable to schools contained in the Arizona Revised Statutes.

**BB. TEMPORARY EMPLOYEE**

“Temporary employee” shall mean an individual hired for up to 100 days. The employee may be discharged at any time without assigning cause.

**ARTICLE 3: COLLABORATION TIMELINE**

**A. EFFECTIVE DATES**

This Agreement shall be effective as of July 1, 2008, and shall continue in effect through June 30, 2009.

**B. COLLABORATIVE BARGAINING**

The Board and Association agree to enter into collaborative bargaining to determine a successor Agreement that becomes effective as of July 1, 2009.

**C. ITEMS TO BE IDENTIFIED**

Provisions shall be made during the 2008-2009 school year to reopen the Agreement. The Association and management may each bring six (6) items for the following school year.

**D. PROVISIONS**

The provisions of this Agreement shall be effective until agreement is reached on a successor agreement.

**E. DISTRIBUTION OF BARGAINING AGREEMENT**

A copy of this Agreement shall be printed at the expense of the Board of Education and distributed to all classified employees by the first day of school.

## **F. BARGAINING AGREEMENT TO NEW EMPLOYEES**

Copies of the complete Agreement will be distributed to all new employees by the first day of employment.

## **ARTICLE 4: ASSOCIATION RIGHTS**

- A.** The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one (1) of which shall be provided by the Board in each building/job site (including maintenance) in areas frequented by employees.
- B.** The Association may use the District mail service, email system and employee mail boxes for communications to employees without interference.
- C.** The Board shall provide inter-school mail pick-up and delivery service.
- D.** Authorized representatives of the Association shall be permitted to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with the educational process.
- E.** The Association shall have the right to represent employees in all District employment relationships which may have an effect on employees' employment with the District.
- F.** Names, assignments, work locations, and non confidential home addresses and telephone numbers (the latter two with signed waivers provided by the Association) of all members of the Bargaining Unit shall be provided to the Association no later than October 1 of each school year.
- G.** The District shall provide the Association with two (2) copies of the complete Board of Education meeting agenda to be sent to the President and Vice-President respectively, except for materials that are for executive sessions.
- H.** The Association shall be granted release time as the Association deems necessary for the purpose of conducting Association business at no loss of salary or other benefits. The number of days granted shall be twenty percent (20%) of the Bargaining Unit Members as of December 1 of each current year.
  - 1. The president or designee shall be granted 1.5 days per week of release time for the purpose of conducting Association business at no loss of salary or benefits. The Governing Board will pay for any required substitutes.
- I.** The Association's designated building representative shall be given sufficient time on the agenda at staff meetings, classified meetings, building meetings and workshops to present reports and announcements for the Association.
- J.** The Association shall appoint employee representatives to all committees which consider wages, fringe benefits, terms of employment and working conditions for classified employees.
- K.** The District agrees to furnish to the Association information related to the financial and educational operation of the District which affects classified employees. Such information shall be furnished as soon as possible after receipt of request to the Association.
- L.** The Association shall be informed by the Superintendent through meetings held every two (2) weeks with the Association president of the intent to change District policies and will be given the opportunity for input to the adoption of District policies related to wages, hours, and conditions of professional service for members in the Bargaining Unit.
- M.** The District shall notify the Association sixty (60) calendar days in advance of its intent to subcontract the entire departments of custodial services, food services, groundskeeper, maintenance and transportation.
- N. Dues Deduction**
  - 1. The right of payroll deduction for payment of organizational dues shall be accorded by the Board to the Association. Association members who currently have authorization cards on file for the above purposes need not be re-solicited. Association dues and fees, upon formal written request from the Association to the District shall be increased or decreased without re-solicitation and authorization from the employees.
  - 2. Pursuant to authorization by the employee, the Board shall deduct the Association dues and fees from the regular salary check of the employee each pay period. Deductions from employees who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.
  - 3. With respect to all sums deducted by the Board pursuant to authorization of the employee, for membership dues, the Board agrees to promptly remit such monies to the Paradise Valley Support Employee Association, along with an alphabetical list of employees for whom such deductions have been made and any changes that may have occurred since the previous list.
- O. Meetings**

A minimum of one (1) day per week will be reserved for all Association business. Staff, classified, and/or building meetings will not be scheduled for that day(s). Wednesdays will be reserved for Association business. Administrators shall not schedule meetings on Wednesdays without prior approval from the Association.
- P. Payroll Deduction**

The rights granted herein to the Association shall not be granted or extended to any competing organization with the exception of payroll deductions.
- Q. Selection of Committee**

The president of the Association shall present a list of six (6) possible classified representatives from which the Governing Board shall select to serve on each committee which considers working conditions and terms of employment. If other employee groups are represented on said committee, classified personnel shall have equal representation unless the makeup of the committee is determined, otherwise by bargaining or by mutual agreement.

## **ARTICLE 5: COLLABORATION PROCEDURES**

- A.** No later than February 15, of the calendar year in which this Agreement expires, representatives of the Governing Board and the Association shall meet to discuss and determine the date on which collaboration for a successor agreement shall begin. In no event shall the beginning date for collaboration be later than March 15.
- B.** When bargaining sessions are scheduled during the school day, the Governing Board shall provide release time to the Association's Bargaining Team at no loss of pay.
- C.** The Governing Board shall provide the Association with the proposed budget for the next fiscal year, all pertinent data concerning District income and expenses, current and projected, and all pertinent policies affecting Bargaining Unit members as soon as they are available.
- D.** Both parties shall have the right to communicate with their constituency and the public regarding bargaining. Further, all bargaining sessions shall be open to the public.
- E. Impasse Procedures:**
  - 1. If the bargaining parties cannot reach agreement, either party may declare impasse. Following such a declaration, either party may request mediation assistance from the Federal Mediation and Conciliation Service.
  - 2. Implementation of Federal Mediation and Conciliation Service will not preclude continuing negotiations.
  - 3. Parties may mutually agree on any issue at any time or enter into complete agreement without further assistance from Federal Mediation and Conciliation Service.

### **F. Written Agreement:**

When a substantive Agreement is reached, it shall be put in writing and submitted for ratification to the Board and to the Association. When ratified by both parties, it shall be signed by their respective spokespersons and shall be included within the official minutes of the Board. Thereupon, the Bargaining Agreement shall constitute school district-negotiated policy. The Board agrees to take such action as may be necessary in order to give the Agreement full force and effect. Provisions of the substantive Agreement shall be reflected in the individual contract or statement of conditions of service as submitted to employees.

## **ARTICLE 6: SEPARABILITY**

- A.** If any provision of this 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 and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- B.** It is further agreed that within ten (10) days upon receipt of notification of the court's actions bargaining shall commence during which time a new agreement on such matters shall be reached.
- C.** In the event agreement is not reached within twenty (20) days after bargaining has begun, the matter shall be referred to Mediation under the rules and regulations of the American Arbitration Association.
- D.** All understandings and agreements reached under this procedure shall be put in writing, signed by each party, and made a part of the collective Bargaining Agreement.

## **ARTICLE 7: MODIFICATION OF AGREEMENT**

- A.** This Agreement shall not be modified in whole or in part except through the voluntary, mutual consent of the parties by an instrument in writing duly executed by the parties.
- B.** Upon mutual consent to modify this Agreement, bargaining shall commence not more than ten (10) days thereafter.
- C.** If after twenty (20) days, the parties are unable to arrive at an agreement on the item(s) at issue, the dispute shall be submitted to mediation according to the rules and regulations of the American Arbitration Association.
- D.** All understandings, agreements, or awards shall be put in writing, signed by both parties, and made part of this Agreement.

## **ARTICLE 8: MISCELLANEOUS PROVISIONS**

- A.** Conflict - Agreement Prevails: In the event of a conflict between the terms of this Agreement and any Board rules or policies, or individual contracts of employment, Board Policy shall prevail. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B.** The District shall print a copy of the Agreement for all members of the Bargaining Unit and fifty (50) copies of the Agreement for the Association within thirty (30) days of its ratification.
- C.** The provisions of this Agreement shall not be interpreted or applied in any arbitrary, capricious, or unreasonable manner.
- D.** The Board and the Association agree that there shall be no discrimination, and that all practices and policies of the school system shall clearly exemplify that there is not discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in application of administration of this Agreement on the basis of race, creed, color, religion, handicap, national origin, sex, domicile, marital status, Association activities, or age.

**SECTION II**

**CONDITIONS  
OF  
EMPLOYMENT**



## **ARTICLE 1: SAFETY PROVISIONS**

- A.** Employees will not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their safety or well being.
- B.** The Board shall provide safety equipment, when said equipment is required to meet District, State, or OSHA standards. When an employee requires protective eyewear and requests prescription eyewear, the cost of standard eyewear shall be applied toward the employee's prescription eyewear.
- C.** The Board shall provide insurance coverage for errors and omissions for employees.
- D.** The Board shall file with its insurance company, claims as allowed by the current deductible, for reimbursement to employees for any loss, damage, or destruction caused by District vehicles or equipment.
- E.** The Board shall give full support including legal and other assistance for any assault/injury upon the employee while acting in the discharge of his/her duties.
  - 1. Employees must immediately report to their principal and/or immediate supervisor and/or nurse cases of assault/injury suffered by them in connection with their employment within twenty-four hours. (The principal and/or immediate supervisor will notify the Director of Human Resources when such assault has occurred.)
  - 2. When absence arises from such assault/injury, an employee shall not forfeit any sick leave or personal leave.

## **ARTICLE 2: WORKDAY/DUTIES**

- A.** When an employee is required to fill out a time sheet, a copy of that time sheet will be kept by the employee.
- B. Continuance of Contract**  
It shall be the responsibility of the administration to notify a contract employee (non-probationary) and the Human Resources Department no later than April 15, if the employee is not to be recommended for re-employment.
- C. Custodial Work Load**  
Job standards will be reviewed annually based on staff and budget allocations. Performance will be evaluated yearly on reasonable effort and accomplishment.
- D. Uniforms**  
If a uniform is required for a position, said uniforms or equivalent allowance shall be provided by the District.
- E. Work Week**  
For payroll purposes, a week is defined as Sunday through Saturday.
- F. Summer Work Schedule**  
For the summer work schedule the hours may be adjusted to a ten (10) hour day, four (4) day work week.

## **ARTICLE 3: LUNCH/RELIEF BREAKS**

- A.** Eight (8) hour employees shall be accorded a minimum of one (1) fifteen (15) minute rest period in the morning and in the afternoon within working hours plus a minimum of thirty (30) minutes for lunch each day. This time shall be duty free, uninterrupted and continuous.
- B.** Six (6), (including 6.25, 6.50, 6.75) and seven (7), (including 7.25, 7.50, 7.75) hour employees shall be accorded a minimum of one (1) fifteen (15) minute rest period each day during working hours plus a minimum of thirty (30) minutes for lunch each day. This time shall be duty free, uninterrupted and continuous.
- C.** Four (4), (including 4.25, 4.50, 4.75) and five (5), (including 5.25, 5.50, 5.75) hour employees shall be accorded a minimum of one (1) fifteen (15) minute rest period each day. This time shall be duty free, uninterrupted and continuous.

## **ARTICLE 4: EMERGENCY/INCLEMENT WEATHER**

- A.** When schools are closed because of inclement weather and/or emergency situations employees shall not be required to report to work, with the exception of those custodial and maintenance employees who may be required for clean up.
- B.** When buildings, roads, or bridges are closed due to emergency situations including inclement weather, employees will suffer no loss in wages or benefits if they are unable to reach their place of work.
- C.** When schools are closed early, employees will be permitted to leave immediately.

## **ARTICLE 5: JUST CAUSE/DUE PROCESS**

Except for probationary employees, no employee shall be dismissed, suspended, reprimanded, reduced in rank or compensation, adversely or unsatisfactorily evaluated, transferred, reassigned, or otherwise disciplined without just cause. Any such action, including adverse evaluation of employee performance asserted by the Board or representative thereof, shall be subject to the Grievance Procedure set forth herein. All information bearing on any disciplinary action will be made available to the employee and the Association. In the event that there is no disciplinary action taken against the employee(s), all documents pertaining to pre-suspension or pre-termination hearings will not be placed in the employee(s) personnel file.

## **ARTICLE 6: PERSONNEL FILES**

- A.** An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein at the employee's expense.
- B.** An employee may have an Association representative present when he/she inspects his/her personnel file, or may authorize in writing an Association representative to review his/her files.
- C.** All material placed in the file shall be reviewed by the employee, dated and signed by the person who caused the material to be placed in the file. Information shall not be entered or filed unless and until the employee is given a copy of the material. Material not in the file may not be used against the employee.
- D.** Employees shall have the right to submit a written commentary to any material placed in the file and such written commentary shall be attached to the item in the file.
- E.** The examination of an employee's file shall be limited to supervisors and Human Resources employees as necessary.
- F.** Materials of a derogatory or disciplinary nature which documents a single incident, other than the annual evaluation, shall be removed from the personnel file after one (1) year. Derogatory or disciplinary materials documenting a repeated offense, other than the annual evaluation, may remain in the file for a two (2) year period. However, materials relating to disciplinary action regarding abuse of students or regarding sexual harassment shall not be removed from the individual's personnel file.
- G.** Irrelevant and outdated materials may be removed on an annual basis by concurrence of the employee and the Human Resources Department.
- H.** One (1) master file of all materials relating to a classified staff member shall exist at the District Human Resources Department. Only copies of such materials may be available in the Principal's/Administrator's office.
- I.** In the event any material is placed in an employee's personnel file without following the above procedures, such material shall not be allowed as evidence in any disciplinary action against the employee or used by the District in any grievance filed by the employee.
- J.** Contents of all personnel files shall be kept in the strictest confidence.

## **ARTICLE 7: PERSONAL FREEDOM**

The personal life of an employee is not an appropriate concern of the employer. No negative evaluation of performance or disciplinary action shall be predicated upon lawful, non-school related personal activities which have no impact upon the employee's effectiveness as an employee.

## **ARTICLE 8: PROFESSIONALISM CONCERNS**

A concern by any person against an employee shall be handled through the Parental Concern Procedures.

## **ARTICLE 9: PUBLIC CRITICISM**

Any criticism of an employee by a supervisor, administrator or other agent of the employer shall be made in private.

## **ARTICLE 10: PHYSICAL EXAMINATIONS**

If a physical examination is required by the District, the expense of same shall be paid by the District. The physician shall be the choice of the District.

## **ARTICLE 11: ALLOCATION OF BUS ROUTES**

### **A. Allocation of Buses/Routes for the New School Year**

1. Prior to the start of school, the Director of Transportation will establish the number of bus routes needed.
2. Prior to the new school year the Director of Transportation will establish the number and length of bus routes needed. AM & PM transit routes, along with the assigned bus, will be packaged prior to bid day. Special needs routes will have the preschool, AM, PM and mid-day routes packaged, along with the assigned bus. All preschool mid-day routes shall be guaranteed at least one-hour compensation (provided there is a break between am/pm routes). Additionally, transit drivers will be given the opportunity to bid on routes, Voc-Tech shuttles and late runs. Special needs drivers and aides will be given the opportunity to bid on special needs shuttles and pre-school routes. Employees will be given the opportunity to provide the Director of Transportation with their assignment preferences in writing. Employees will be awarded routes according to seniority and the type of bus they select.
3. All assignments shall be posted. Posting information will include number of hours, route and vehicle.

### **B. Allocation of Buses/Routes Occurring During the School Year**

1. Newly acquired buses shall be assigned at the Director's discretion with the understanding that all assignments will be open at the beginning of the following school year.
2. Buses/Routes occurring during the school year will be posted in their entirety for bids according to seniority. Posting information will include number of hours, route, and vehicle. Successful bidder would be ineligible to bid on any other open to/from route for a period of 30 calendar days.
3. Employees will have the option of giving written notice of terminating their preschool, mid-day, shuttle or late run at any given time. An employee who exercises this option would be ineligible to bid on any like assignment for 30 calendar days.
4. Special programs of a daily or continual basis will be posted and bid on according to seniority. Special programs leaving schools at school starting times shall be bid on by drivers that are at that school in the right time slot according to seniority.

5. All bids for postings will be due no later than 4:00 pm on the second day of posting.
6. The award of bids shall be posted by 1:00 pm on the day after bidding has closed, and shall remain posted for five (5) working days.

**Exceptions:**

1. Aides transferring to Driver will retain their place on the bidding order so long as they demonstrate proficiency in operating Transit as well as Mini and Wheelchair buses.
2. Employees who leave the Transportation Department and return:
  - a. Resignation. Those who resign from the district and then return will enter the bidding order at their new qualification date.
  - b. Transfer. Those who transfer to another department and return within one calendar year will resume their bidding order at their original qualification date.
  - c. Transfer. Those who transfer to another department and return after one calendar year will enter the bidding order using their new qualification date (the date they returned to the Department).
3. Employees currently in the Department (as of May 31, 1996) will be placed in the bidding order based upon their district seniority date.

**C. Field Trips**

1. There shall be four (4) sign up lists.
  - a. For Monday through Friday mid-day (9:15 am to 1:30 pm) trips. The mid-day trips shall be limited to drivers not currently assigned to routes of a daily or continual basis such as mid-day special education, and mid-day shuttles.
  - b. For Monday through Friday trips after 1:30 p.m., provided the driver does not have a late run.
  - c. For Saturday and/or Sunday trips.
  - d. For holidays or for a vacation period of one week or more.
2. Trips shall be assigned in rotation by seniority. The most senior driver must be able to meet the start/end times of a proposed trip; if he/she is not able to do so, the next most senior driver will be offered the assignment. This process will continue until a correct match is found between the driver and the route.
3. Any assigned field trip canceled by the District shall be replaced. Refusal of three field trips during any 30 day period will result in removal from that sign up list for a period of 30 days.
4. In order to be eligible to trade a field trip, both drivers must advise the office of the completed trade within 48 hours of receipt of the initial field trip.
5. The organizers of all district field trips funded by the Maintenance and Operations Budget will use the District Transportation Department as the first choice for their trips. Factors which may prevent an organizer from using the District Transportation Department are:
  - a. Scheduling requirements; and
  - b. Trip specifications.
6. Regardless of seniority, replacement drivers on field trips using more than one bus will be released first if a bus on the trip is cancelled. The released driver will be credited with a cancellation and returned to the rotation list.
7. Except in emergency situations, field trip bus drivers shall have rooms separate from sponsor and students. Lodging and food expenses will be paid by the District.

**D. Summer Employment**

Summer routes, if available, shall be posted for bid prior to the end of the school year and shall be awarded on seniority basis.

**E. Temporary Assignments**

When a bus aide is assigned to drive, he/she shall be compensated at the higher rate of pay (grade and step) for every hour driven.

**F. Crosswalk Guards**

Crosswalk guards shall be eligible to bid on open sites/positions. Crosswalk guards may be temporarily reassigned to a vacant site/position when necessary for the safety of children.

**ARTICLE 12: EVALUATION**

- A.** All classified employees shall be evaluated at least once a year, to be completed by March 15.
- B.** Community Education childcare program employees shall receive performance evaluations as required by state regulation.
- C.** The evaluation shall be conducted by an administrator or an approved evaluator. The evaluation shall be signed by both the evaluator and the employee. Each evaluation shall also be reviewed and signed by the administrator.
- D.** The employee shall receive a copy of the evaluation and shall have the right to request a conference with the administrator.
- E.** A joint Evaluation Committee equally comprised of Association and Board representatives shall work with the Assistant Superintendent for Human Resources to plan, help implement and annually review the training process for classified evaluators and the evaluation procedures. The recommendations shall be approved by the Superintendent.
- F.** All administrators and approved evaluators shall be trained in the practices, procedures, and policies of the District evaluation process.
- G.** 1. Beginning of the year conference shall be held prior to October 15 by an approved evaluator.  
At the conference the evaluator shall:
  - a. Meet individually with each employee.



- b. Establish type of evaluation.
- c. Discuss items in the existing job description.
- d. Discuss goals as established during the previous evaluation cycle.
- e. Discuss the evaluation process with emphasis on the improvement of performance.
- 2. Observations shall occur between October 15 and March 15 and shall include:
  - a. Observation of performance.
  - b. Written documentation of observations.
  - c. Written documentation of meeting held to discuss performance prior to annual evaluation if factors resulting in “Needs Improvement” or “Not Satisfactory” are marked.
- 3. Plan of Improvement if performance requires it:
  - a. Prior oral and written notification to employee of performance issues.
  - b. Plan of Improvement timeline - not to exceed sixty (60) working days.
  - c. Notification of employee’s supervisor if performance is not improved as a result of the Plan of Improvement.
- 4. Evaluation reports shall be completed:  
 Prior to end of first sixty (60) working days for new employees; prior to end of first sixty (60) working days for continuing employees on a new job; prior to March 15, for annual evaluation. The report shall include:
  - a. Complete evaluation form based on observed and documented evidence including dates and specifics.
  - b. Complete Section A-D as appropriate.
  - c. Conference with employee whose performance is satisfactory.
  - d. Notification of supervisor if employee performance is still unsatisfactory.
  - e. Supervisor’s review and signature.
  - f. Supervisor shall submit the completed, signed forms to the Human Resources Department.
  - g. Employee has the right to request a conference with the supervisor if he/she desires.
  - h. If probationary evaluation comes after March 15, both probationary and annual evaluation should be checked at the top of the form.
- H. Employees shall not be marked “Unsatisfactory” or “Needs Improvement” in attendance unless the evaluator has established and documented that the employee has abused or misused leave. Although the number of days used may be shown by documentation to be an abuse or misuse of this benefit, the number of days used, alone, shall not constitute abuse or misuse. For extended illness, an asterisk may be placed on the evaluation form after the word attendance with an explanation simply stating the employee has used X number of days during a given time.

**ARTICLE 13: SENIORITY**

**A. Seniority Date**

Subject to the provisions of Section II, Article 14.B.2., each employee shall have seniority as of his/her most recent date of hire in District accumulating from that date so long as it is not lost through any other provisions of this Agreement.

**B. Probationary Employee**

- 1. New employee
  - a. A new employee shall be on probation during the first sixty (60) workdays and shall not be transferred to a different position during that period.
  - b. During this period the new employee has no seniority and may be discharged by the board without assigning any cause.
  - c. Upon successful completion of the sixty (60) day probationary period, the employee’s name shall be placed on the seniority list.
- 2. Continuing employees
  - a. Continuing employees shall be on probation during the first sixty (60) work days. On the forty-fifth (45th) day of a continuing probation the supervisor and employee will meet to discuss performance. At that time the employee will be noticed if his/her performance is not satisfactory and given fifteen (15) days to show improvement, bid on another position or seek employment outside of the district.
  - b. All continuing employees shall be allowed one (1) voluntary lateral move during a twelve (12) month period.
  - c. Continuing classified employees must remain in their positions for six (6) months before transferring to new positions. Involuntary assignments are exempt from this restriction.
  - d. A transfer may occur when mutually agreed upon by site administrator(s), employee and approved by the Human Resources Director on the employee’s forty-fifth (45th) day and through the first six (6) months of employment. These transfers will be reviewed on a case-by-case basis. If the transfer involves a permanent employee and an interim position, the employee will maintain their permanent position within the district.

**C. Seniority List**

- 1. An up-to-date list of all employees who have completed their probationary period shall be provided to the PVSEA and posted in each job site in the month of October of each year. If no corrections are reported to the Board within thirty (30) calendar days, the list will be considered correct.

#### **D. Transfer**

1. Voluntary transfer from one position to another, both of which have the same grade but differing job descriptions and skill requirements may occur after the forty-five (45<sup>th</sup>) day, when mutually agreed upon by both site administrator(s) and employee and approved by the Director of Human Resources.
2. Lateral transfer from one site to another may occur within the first six (6) months when mutually agreed upon by both site administrator(s) and employee and approved by the Director of Human Resources.
3. Employees receiving a lateral transfer shall not be placed on probation.

#### **E. Resignation**

Upon voluntary resignation, employees shall provide a two (2) week notice of intended separation from the District and should submit a written letter of resignation to the Human Resources Department.

#### **F. Termination of Seniority/Employment**

An employee's seniority shall terminate upon the occurrence of any of the following:

1. Resignation from the District
2. Failure to return from an authorized leave of absence.
3. Discharge for cause.
4. Layoff for a continuous period in excess of two (2) years.
5. Failure to report for work within five (5) calendar days after worker's compensation claim has been settled.
6. Absent from work for a period of two (2) consecutive, scheduled work days without notification to immediate supervisor, except in extenuating circumstances as determined by management and president of PVSEA.
7. Failure to report for work upon recall from layoff within five (5) days of notification. Notice will be sent by registered or certified mail or telegram to the employee's last address on file with the Board.

#### **G. Progressive Discipline Procedure:**

The Association shall be afforded the right to represent an employee at all stages of the progressive discipline procedure. Cause for discipline will determine utilization of steps listed below:

1. Supervisor/employee conference to counsel employee regarding problem (s) and expectations for improvement with written memorandum to confirm conference.
2. Oral warning (s) - written memorandum to confirm verbal conference.
3. Written reprimand (s).
4. Plan of Discipline/Plan of Improvement.
5. Plan of Discipline timeline not to exceed sixty (60) working days.
6. Suspension with/without pay.
7. A copy of all memoranda, reprimands and/or Plans of Improvements will be provided to the employee.

#### **H. Due Process Procedure Upon Receipt of Recommendation For Suspension Without Pay or Termination:**

1. Receipt of memorandum by Human Resources Department from administrator recommending suspension without pay or termination of classified employee.
2. Immediate employee suspension with pay pending outcome of investigation (notification of status by Human Resources Department).
3. Scheduling of Informal Conference including:
  - a. Administrator initiating memo recommending suspension without pay or termination
  - b. Classified employee
  - c. Director of Human Resources
  - d. PVSEA representative(s)
4. Informal Conference - Human Resources Department
5. Solicitation of employee/PVSEA and witness/victim information (i.e., personal/taped interviews, signed statements).
6. Final Report - including circumstances surrounding alleged incident/actions of employee. Report will include recommendation for outcome concerning request to suspend without pay or terminate the specific employee and will be directed to the Assistant Superintendent for Human Resources. Copies will be provided to all parties involved in the matter.
7. Review of final report by the Assistant Superintendent for Human Resources of action to be taken.
8. Recommendation to Governing Board (if applicable).
9. Utilization of grievance procedure by employee/PVSEA (if desired by employee).

#### **I. Job Posting**

All vacancies will be posted within thirty (30) days of occurrence. Every effort will be made to fill these vacancies within thirty (30) days after the close of posting. This provision may not apply if a fiscal emergency is declared. If vacancies are not filled within thirty (30) days, notification will be made to the President of the Paradise Valley Support Employee Association.

In the selection of employees to fill vacancies, the following procedures shall apply:

1. The Assistant Superintendent for Human Resources shall post in all job sites a list of vacancies, promotional positions and new positions which occur during fiscal year July 1 - June 30. Positions less than twenty (20) hours that have continuing openings shall be noted in general on each job posting. New positions of less than twenty (20) hours shall be noted separately.

2. The closing date for each vacancy shall be five (5) working days from the original posting date. If the posting occurs prior to 12:00 noon Arizona time, that day shall be counted as one of the five days. All applications must be received by 5:00 p.m. on the closing date. Vacancies posted during district spring break and winter break must be posted for an additional five (5) days beginning with the first workday following the end of the break. No assignment shall be made or interview conducted until after the closing date.
3. One review will be conducted of all application materials for each classified position. The paper screening of classified candidates for vacant positions will be completed by review of the following: application materials including update sheets and resume; transcripts; skills test(s) results; references; current qualifications as listed in job description; attendance records; classified evaluations; and other relevant documents. The most qualified finalists will be scheduled for personal interview. First consideration will be given to the most qualified internal candidates.
4. Testing may be required to verify qualifications to meet job standards as determined by the qualifications listed in the job description (lateral transfers exempt). Tests shall relate only to qualifications stated in the job posting, and not extend into other job description areas.
5. The selection of employees to fill such vacancies shall be made on the basis of:
  - a. Qualifications (Documented)
  - b. Seniority - Given equal qualifications, seniority will prevail.
6. An employee who verbally accepts a new position from the Human Resources Department will begin that position in two weeks unless both supervisors agree to a different time schedule.
7. The job of an employee who is on sick leave, or approved leave of absence shall not be considered as a vacancy and may be filled as a temporary position or with a substitute as determined by the Human Resources Department.
8. When a continuing employee is awarded a job under the provision of Section II, Article 13.H.6., they shall have no more than sixty (60) working days to demonstrate their ability to perform the job.
9. If an employee is temporarily assigned by their supervisor, to a position that has a higher rate of pay than their current position, and the assignment is for a period of more than five (5) consecutive working days, they shall be paid at the higher rate commencing on the date the substitute assignment began. Temporary assignment based upon co-worker vacation time is exempt.
10. If an employee is required by their supervisor to perform duties other than those listed in their job description for more than fifty percent (50%) of their duty time and for a period of more than five (5) working days within a fifteen (15) calendar day period, their salary shall be adjusted upward for the entire period if such duties are normally compensated at a higher rate. Temporary assignment based upon co-worker vacation time is exempt.
11. Adjustments regarding increase in hours, days or months worked are permitted throughout the year.

**J. Involuntary Assignment**

1. When a situation arises, administration may involuntarily re-assign an employee to a like position when it is in the best interest of the employee and/or district pending approval of the Director of Human Resources.
2. Notice of an involuntary assignment shall be given to employees as soon as practicable and except in cases of emergency, not less than fifteen (15) days prior to said transfer.
3. Involuntary transfers shall be limited to one (1) time per fiscal year on lateral positions.

**K. The classified cadre for the staffing of new schools may contain no more than the following number of staff members:**

High School	Ten (10)
Middle School	Seven (7)
Elementary School	Five (5)

The cadre process cannot provide for promotions. Therefore, each staff member selected as a member of the cadre must be making a lateral move to the new school.

**ARTICLE 14: REDUCTION IN FORCE**

The Governing Board may determine that there needs to be a reduction in force due to reduction in enrollment, or fiscal constraints, or reduction or elimination of programs, or closing of facilities.

**A.** The Governing Board of Education will make a decision regarding staff reduction prior to April 15 for any actions to be taken during the following fiscal year.

**B. Procedure For RIF**

The procedures to be utilized when it is determined that there is to be a reduction in force is as follows:

1. The number of positions to be reduced is declared by the District. The positions will be identified by job description, contracted hours, and contract length (nine (9), ten (10), or twelve (12) months).
2. Extra duty hours shall not be considered as contracted hours.
3. A reduction-in-force notification shall be given to the least senior employees in the District with the same job description, contracted hours, and contract length as the positions which have been identified for reduction. All remaining positions in each job description shall be listed by site and contracted days/hours. If the position that an employee was “riffed” from became available immediately following the RIF process, the employee in question would automatically be reassigned to that position.
4. A draft by seniority will take place with employees affected by the implementation of the RIF procedure (i.e., employees surplus out of their current location or who volunteer to be surplus from their location).

5. Employees who have been RIF affected are able to return to a position of like title, should said position become available within forty-five (45) calendar days of the start of the contract year for 12-month employees; and within thirty (30) calendar days of the start of the contract year for 9/10-month employees. Positions vacated as a result of the use of these time frames will be used to place 'call-back' employees from the RIF list.
  6. If open positions still exist after RIF-affected employees have selected positions, the employees on the RIF call-back list may select open positions by seniority.
  7. Every effort will be made to call back employees on the RIF list in order of seniority.
    - a. Riffed employees shall be maintained on the call-back list for two (2) years from the date of layoff and are not entitled to reimbursement for earned sick/vacation leave during this time.
    - b. Riffed employees on the call-back list may refuse three (3) positions before being placed on the bottom of the call-back list.
    - c. If a "riffed" employee is offered a position different in contract length (i.e., three (3) hours instead of six (6) hours) than the position from which he/she was "riffed", this position offering, if declined, will count as one (1) of the three (3) allowable refusals.
    - d. If a riffed employee accepts one interim position, he/she shall be returned to the RIF list when the position is eliminated.
  8. Every attempt will be made to call back staff "riffed" from a position to a "like" position (i.e., "like" represents length of contract; i.e., 6-hour paraprofessional called back to a 6-hour position, 3-hour paraprofessional called back to a 3-hour position; "like" months per year or hours per day; same job description).
  9. If a riffed employee accepts a position which is different in contract length, the employee must remain in the position that he/she has chosen for the duration of the current school year. However, if a "like" position becomes available for the following school year, the employee will have the opportunity to bid for said position by seniority.
  10. Vacancies remaining after all eligible employees on the RIF call-back list have been offered positions will be posted and awarded based upon Section II, Seniority, Article 13.H., of the Bargaining Agreement.
  11. If a riffed employee returns to work within two (2) years, he/she will receive the accumulated sick/vacation time he/she had prior to being riffed.
  12. At the end of two years, if a full time employee has not been called back, vacation time and sick time will be paid according to severance pay.
- C.** If a surplus situation occurs and the employee is still on his/her initial sixty (60) day probation, he/she will be released from employment.
- D.** In a RIF situation, para-educators/personal care aides will be "riffed" according to their district seniority within the building only.

## **ARTICLE 15: GRIEVANCE PROCEDURE**

### **A. Definitions**

1. A grievance is a claim upon an employee's belief that there has been a violation, misinterpretation or misapplication of established Board of Education policy governing or affecting an employee.
2. The grievance procedure shall not apply to any matter which is prescribed by law, by state regulations, or over which the Board is without power to act.
3. An "aggrieved person" is an employee or group of employees asserting a grievance.
4. A "party in interest" is the person or persons making the grievance or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
5. The term "days" when used in this instrument shall mean working school days.
6. The word "Superintendent" shall mean the Superintendent or any person designated by him/her to act in his/her behalf.

### **B. Purposes**

1. As problems arise good morale is maintained by the sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure at the lowest level equitable solutions to the problems which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate to any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted, provided the adjustment is consistent with the terms of the Bargaining Agreement. The Association shall have the opportunity to be present and to state its views at any level in a formal grievance procedure.

### **C. General Procedures**

1. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, time being of the essence herein, and every effort should be made to expedite the process in less than maximum times set. The time limit specified may be extended by mutual agreement.
2. In the event a grievance is filed on or after termination of the school year, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be completed before the end of the school term or as soon thereafter as is practicable.

3. In the event a grievance is filed so that sufficient time as stipulated at any level of the procedure cannot be provided before the last day of school, and should it be necessary to pursue the grievance to higher levels of appeal, said grievance shall be resolved in the new school term in August according to the terms of this policy, unless the parties mutually agree to proceed to settlement without delay.
4. Upon selection and certification by the Association, the Board shall recognize one (1) or more grievance representatives in each building and a Central Association Grievance Committee.

**D. Initiation and Processing of the Grievance**

All grievances will be treated as priority items and will be resolved at the earliest possible time.

**E. Informal Procedure**

If an employee feels that he/she has a grievance he/she must first discuss it with his/her administrator either individually or through the Association's grievance representative, or accompanied by the grievance representative, in an effort to resolve the problem informally. If satisfaction is obtained after the informal discussion and if the same grievance reoccurs after the ten (10) day limit, the grievance shall proceed to Level One automatically.

**F. Formal Procedure**

1. Level One - Administrator

- a. If an aggrieved person is not satisfied with the outcome of the informal procedure, he/she may file a written grievance within the ten (10) days following the administrator's informal decision. The written grievance shall be submitted to the principal or appropriate administrator.
- b. The aggrieved person or the administrator may request a conference prior to the rendering of the decision. The employee may:
  1. Discuss the grievance personally,
  2. Request that an Association grievance representative accompany him/her or
  3. Request that an Association grievance representative act on his/her behalf.
- c. The administrator or other appropriate administrator within five (5) days after receipt of the grievance or after the personal conference shall render a written decision to the aggrieved person with a copy to the grievance representative of the Association.

2. Level Two - Superintendent of Schools

- a. If an aggrieved person is not satisfied with the decision concerning his/her grievance at Level One, he/she may, within three (3) days after the decision is rendered or within eight (8) days after his/her formal presentation, file his/her grievance with the Superintendent.
- b. The Superintendent's designee at this level cannot be the same administrator that heard Level One.
- c. The Superintendent shall schedule a meeting to take place within ten (10) days from the receipt of the written grievance from the aggrieved with the purpose of resolving the grievance. Persons entitled to take part in this meeting shall be:
  1. A maximum of three (3) administrators designated by the Superintendent, who may include himself/herself as one (1) of the three (3).
  2. A maximum of two (2) Association representatives.
  3. The principal or appropriate administrator who was involved at Level One.
  4. The aggrieved employee and/or employees.
  5. These persons shall be given five (5) days notice in writing of the time and place of the meeting.

The Superintendent shall within five (5) days after this meeting, render his/her decision in writing to the aggrieved person, the principal, or appropriate administrator, and the Association.

3. Level Three - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may within three (3) days after the decision is rendered or within ten (10) days after the meeting with the Superintendent, request in writing to the Association that his/her grievance be submitted to arbitration.
- b. The Association shall, within twelve (12) days of receipt of the Level Two decision, make a judgment on the merits of the alleged grievance. If the Association decides that the alleged grievance has merit and that the decision at Level Two is not acceptable, it shall, within twelve (12) days after receipt of the Level Two decision, submit the grievance to arbitration by so notifying the Board in writing. If the Association decides, either that the alleged grievance lacks merit or that the decision at Level Two is in the best interest of the school system and the employee, it shall send written notification within five (5) days of reaching its judgment to the employee.
- c. Within five (5) days after the written notice is received by the Board, the Board and the Association shall select jointly an arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree on an arbitrator within five (5) days, the American Arbitration Association shall be called upon immediately to select an arbitrator.
- d. The arbitrator shall confer promptly with representatives of the Board and of the Association, shall review the records of the prior meetings, and shall hold such further hearings as he/she deems necessary. His/her recommendations will be issued within a reasonable time after the close of the last hearing or, if oral hearing has been waived, within a reasonable time after final statements and evidence have been submitted to him/her.

- e. The arbitrator's recommendations shall be submitted in writing to the Board, with a copy to the Association, and shall set forth his/her findings, reasoning and conclusions on the issues submitted. The arbitrator's recommendations shall be consistent with existing statutes.
- f. The Board shall take official action on the report of the arbitrator within fifteen (15) days of its receipt and shall render its decision in writing to all parties concerned.
- g. All costs and expenses from the services of the arbitrator shall be shared equally by the Board and the Association.

**G. Initiation of Group Grievances**

- 1. Where employees have a common grievance, the Association may initiate a group grievance in their behalf.
- 2. In such cases a written grievance shall be filed with the Superintendent.
- 3. Information copies of the grievance shall be sent simultaneously to the administrators of the employees involved.
- 4. The procedure for the group grievance shall then follow the steps as described above at Level Two and Level Three, if necessary.

**H. The Association as a Party in Interest**

- 1. When an aggrieved employee declines to pursue his/her remedies either informally or formally, and when the Association deems that the grievance is one that has great importance or serious implications for members of the Association as a group, the Association may initiate proceedings to pursue a settlement of the grievance for that employee.
- 2. The employee may be requested to attend the hearing as a resource to the proceedings.
- 3. The grievance procedure as herein described shall have all the rights, privileges, and defenses as the party for whom it is substituting would have had.

**I. General Provisions**

- 1. Reprisals shall not be taken against any employee, any party in interest, any Association representative or any other participant in the grievance procedure by reason of such participation.
- 2. The filing or pendency of any grievance under the provisions of this instrument shall in no way operate to impede, delay or interfere with the rights of the Board to take action subject, however, to the final decision on the grievance.
- 3. The Association shall have the right to be present to state its views at all stages of the grievance procedure. Any employee may choose to be represented by a person of his/her choosing at any level of the grievance except arbitration.
- 4. When a grievance involves the filling of a vacancy, the employee who receives the position shall be notified by the District, in writing, that the job is temporary, pending the settlement of the grievance. This written notification will be sent at the time of the utilization of the informal grievance procedure by the Association and/or an employee.
- 5. Failure at any step in this procedure to communicate decisions in writing as called for on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step, and there shall be no further right to appeal.
- 6. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 7. If any member of the Association's grievance committee is a party in interest to any grievance, he shall not serve as the Association's grievance representative at processing of such grievance.

The Board and the administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association with such information as is requested, other than privileged information, for the processing of any grievance.

Any grievance shall not be recognized by the Board of the Association unless it shall have been presented to the appropriate level within thirty (30) days of the time the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance shall be considered as waived.

A grievance may be withdrawn at any level without prejudice or record. It cannot be reopened so long as the Association and all parties in interest have agreed to the withdrawal.

All sessions held in connection with the processing of grievances, including arbitration shall be in closed sessions and no news releases shall be made concerning the process of the hearings.



**SECTION III**

**EMPLOYEE BENEFITS  
FOR  
CLASSIFIED EMPLOYEES**





## ARTICLE 1: LEAVES OF ABSENCE WITH PAY

### A. Vacation

1. Twelve (12)-month employees are entitled to paid vacation benefits according to the following ratio:

1 year	one (1) week
2-4 years inclusive	two (2) weeks
5-9 years inclusive	three (3) weeks
10 or more years inclusive	four (4) weeks
2. Vacation days must be accrued before they can be taken.
3. A twelve (12)-month employee may have the option to take vacation when school is not in session with advance notification to/and approval of his/her supervisor on the basis of seniority. Every attempt shall be made to grant an employee his/her vacation at the time requested. If a request for use of vacation days is denied, the reason for denial shall be supplied in writing to the employee.
4. When the vacation period of an employee includes one of the paid holidays agreed to in this Agreement, an additional day's vacation will be granted with pay in lieu of the holiday.
5. When calculating the employee's years of service, vacation days will be calculated on employee's seniority date.
6. When a full-time employee whose work year is less than twelve (12) months has been transferred to a twelve (12)-month job, that person will receive credit towards vacation rights as determined by the number of months worked in the previous job, (example - person worked nine (9) months for four (4) years would = thirty-six (36) months and would get three (3) years' credit towards vacation in a twelve (12)-month job).
7. An employee is eligible for pro-rata vacation accrued at the time of termination.
8. Accumulated vacation may not exceed twenty (20) days. Employees shall carry over no more than twenty (20) days from one fiscal year to the next fiscal year.

Example:

2003-2004 vacation days available	20 days
2004-2005 next fiscal year vacation accrued available	20 days
As of July 1, 2005, total unused vacation days available for carryover	20 days

9. An employee must be allowed to take his/her vacation. Vacation days must be approved by the immediate supervisor. If an employee is not allowed to take his/her vacation when he/she requests to do so, he/she will not have to reduce the accrued allocation by the amount of days denied.

### B. Sick Leave

1. On July 1, and January 1 of each year, employees will be credited with one-half (1/2) of their sick leave based upon scheduled weekly hours and the Employee Benefits Chart (Section III, Article 8, B. Employee Benefits) to be used for absences caused by illness or physical disability of the employee or family. The unused portion of such allowance shall accumulate from year to year without limitation.
  - a. The employee may be required to present a physician's certificate as proof of illness before being granted sick leave with pay. This includes but is not limited to the time period before and after a holiday.
  - b. Employees may use unused and accumulated sick leave by reason of pregnancy for a period of time limited as determined by her physician.
  - c. Unused sick leave is not to be construed as working time that requires severance pay when the employee resigns or is otherwise separated from employment in the District, except as noted in "Severance Pay."
  - d. During September of each year, the Payroll Department will send written notice to every eligible employee as to the number of sick leave days they have accrued to that time.
  - e. If applicable, upon separation/retirement from the district, sick leave will be paid out/docked based on actual days worked.
2. Before an employee will be allowed to return to work, the Human Resources Department requires a copy of a physician's statement certifying that the person is physically able to return to normal duties, under the following conditions:
  - a. Returning from personal illness under Family Medical Leave Act (FMLA).
  - b. When an employee has been off work for an injury.
  - c. If an employee is off five (5) consecutive working days or more.
  - d. If an employee has been released by the Arizona Workers Compensation Fund to work.
3. Purposes of the FMLA: The FMLA allows employees to balance their work and family life by taking reasonable unpaid leave for certain family and medical reasons. The FMLA seeks to accomplish these purposes in a manner that accommodates the legitimate interests of employers, and minimizes the potential for employment discrimination on the basis of gender, while promoting equal employment opportunity for men and women. Employee Eligibility - To be eligible for FMLA leave, an employee must work for a covered employer and:
  1. Have worked for that employer for at least 12 months; and
  2. Have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave;
  3. And work at a location where at least 50 employees are employed at the location or within 75 miles of the location.
- b. Leave Entitlement - A covered employer must grant an eligible employee up to a total of 12 weeks of unpaid leave in a 12 month (fiscal year July 1 - June 30) period for one or more of the following reasons:

1. For the birth of a son or daughter, and to care for the newborn child (leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement);
  2. For the placement with the employee of a child for adoption or foster care, and to care for the newly placed child (leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement);
  3. To care for an immediate family member (spouse, child through age 18, or parent - but not a parent "in-law") with a serious health condition; and
  4. When the employee is unable to work because of a serious health condition.
  5. Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement.
- c. Spouses employed by the same employer may be limited to a combined total of 12 workweeks of family leave for the following reasons
1. Birth and care of a child.
  2. For the placement of a child for adoption or foster care, and to care for the newly placed child; and,
  3. To care for an employee's parent who has a serious health condition
- d. At the end of this period if the employee is unable to return to work he/she must go on a leave of absence, if eligible, or resign. If you have any further questions about FMLA, please contact the Human Resources Department.
4. When an employee has accumulated 960 hours/120 days of sick leave, the employee may opt to be paid for days in excess of 120 days at the Grade 31, Step 19 hourly rate of pay relative to the school year in which the request was made. One (1) sick day is comprised of 8 hours. This optional pay-out for returning employees will be paid out July 31. A request for sick day pay-out must be made, in writing to Human Resources by February 1 of the current contract year.

**C. Sick Leave Incentive**

Any employee who uses zero (0) sick-leave days shall be credited with five (5) additional days the following year. Any employee who uses one (1) sick leave day shall be credited with three (3) additional days.

**D. Medical Leave Assistance Program - Benefited Staff**

1. A benefited employee who has depleted his/her leave days (sick, personal, vacation) and has not been able to work for ten (10) consecutive work days after depletion may request access to the Medical Leave Assistance Program by submitting a Medical Leave Assistance Program request to the Human Resources Office.
2. For twelve (12) month employees, a benefited employee is eligible for this program after depleting all leave and being docked for one pay.
3. A benefited employee may be eligible to apply if it is for a "serious illness or injury" which is defined as a "non work-related illness that is anticipated to last for the continuous period of time of two (2) or more weeks as defined by the employee's licensed health care practitioner." (Ordinarily, childbirth is not considered a serious illness.)
4. A benefited employee may donate sick leave days only if he/she will maintain thirty (30) or more days of accumulated sick leave. The donor may donate no more than five (5) days of sick leave in any one (1) contract year.
5. The donor employee will designate the donation to an anonymous recipient. Donated sick leave days will be applied to the recipient in the time-stamped order in which the donations are received by the Human Resources Department. Unused donated sick leave time will be returned to the donor.
6. A benefited employee may donate sick leave only to a benefited employee who is a member of the same employee group.
7. No benefited employee shall be eligible for the leave assistance program after he/she qualifies for long term disability coverage, or Worker's Compensation.
8. For purposes of this program, a day equals the number of hours scheduled in the normal working day of the donor.

**NOTE: ALL NECESSARY FORMS ARE AVAILABLE THROUGH THE HUMAN RESOURCES DEPARTMENT**

**E. Family Illness**

In case of serious illness of spouse, parent, child, sibling or member of immediate household, each employee shall be allowed absence with full pay to be charged to accumulated sick leave.

**F. Personal Leave**

1. At the beginning of every school year, nine (9), ten (10), and eleven (11) month employees shall be credited with four (4) days to be used at their discretion for personal use. Any unused personal leave will be credited to the employee's accumulated sick leave at the end of the fiscal year.
2. For nine (9), ten (10) and eleven (11) month employees, in addition to the four (4) personal leave days referenced above, two (2) additional days of accumulated sick leave may be converted to a fifth and sixth personal leave day during the year. These days will not be available unless and until the four (4) personal leave days have been used. This conversion will affect an employee's sick leave incentive opportunity.
3. Twelve month employees receive three (3) days to be used at their discretion for personal use. Any unused personal leave will be credited to the employee's accumulated sick leave at the end of the fiscal year. Twelve month employees receive two (2) additional days of accumulated sick leave which may be converted to a fourth and fifth personal leave day during the year. These days will not be available unless and until the three (3) personal leave days have been used. This conversion will affect an employee's sick leave incentive opportunity.

4. An employee planning to use a personal-leave day shall notify their site administrator at least one (1) day in advance, except in case of emergencies. This notification is for planning purposes only, not for prior approval. Prior approval, however, must be given by the site administrator for personal leave days immediately preceding or following a regularly scheduled school holiday. Exceptions to prior approval may be granted for unforeseen circumstances. Appeals shall follow the grievance procedure.

**G. Bereavement Leave**

1. An employee shall be granted up to ten (10) working days of temporary leave in each instance of death of a member of the employee's family or spouse's family. Such leave shall be deducted from accumulated sick leave or personal leave days.

**H. Jury Duty/Court Ordered Appearance**

Employees who are required to serve on jury duty or to appear in court in response to an official order relating to Paradise Valley Unified School District No. 69 business shall receive full salary during the period of such service. Such service shall not be deducted from sick, annual, or personal business leave days.

If classified employees are receiving salary while on jury duty, salary earned from city, state, or federal government shall be reimbursed to the District regardless of any decision to donate earned salary to the jury fund. Mileage paid shall be retained by the employee.

**I. Professional Leave**

1. Employees shall be granted paid leave to attend or participate in professional activities which will enhance professional skills and qualifications at the recommendation of the supervisor and by approval of the Assistant Superintendent for Human Resources.
2. Employees shall be reimbursed for all expenses relative to attendance or participation in such activities.

**J. Severance Pay (Resignation or Death)**

Upon separation from employment in the District an employee shall be entitled to receive the following separation benefits based on the total number of sick days and determined by dividing the balance of sick leave hours by the number of contracted hours worked per day at the time of severance:

1. Upon resignation or death, an employee (their estate) with at least five (5) years continuous service in the District shall be reimbursed one-fourth (1/4) of accumulated sick leave at the rate equal to the referenced salary of Grade 31, Step 19.
2. Upon resignation or death, an employee (their estate) with at least ten (10) years of continuous service in the District shall be reimbursed one-third (1/3) of accumulated sick leave at the rate equal to the referenced salary of Grade 31, Step 19.
3. Upon resignation or death, an employee (their estate) with at least fifteen (15) years of continuous service in the District shall be reimbursed one-half (1/2) of accumulated sick leave at the rate equal to the referenced salary of Grade 31, Step 19.
4. Upon resignation or death, an employee (their estate) with at least twenty (20) years of continuous service in the District shall be reimbursed full (all) accumulated sick leave at the rate equal to the referenced salary of Grade 31, Step 19.

**ARTICLE 2: LEAVES OF ABSENCE WITHOUT PAY**

**A. Qualification**

1. Employees must be employed for at least three (3) consecutive years of satisfactory work to be eligible to take advantage of leave without pay. An exception may be made for an employee requesting a leave for one (1) semester to complete their student teaching requirement in the Paradise Valley Unified School District.
2. Employees who have successfully completed their probationary period may be granted a leave of absence without pay for a personal medical emergency.

**B. Extended Leaves of Absence**

1. Under any of the circumstances listed in this section, employees may request extended leaves of absence without pay for a specified length of time not less than thirty (30) calendar days and not to exceed twelve (12) months unless taking a medical leave. Medical leaves may be approved up to two years with written notification to the Benefits Office prior to the first year and/or prior to the second year.
2. An employee who is not medically able to return to work after an FMLA leave (sixty (60) days including holidays and recesses) may apply for an extended medical leave of absence. Medical leaves can be extended yearly with documentation from his/her physician for up to two years. If an employee has additional sick/personal leave or vacation time he or she wishes to use after the FMLA runs out, he/she will notify in writing the Director of Human Resources of his/her intent to use their remaining sick/personal leave and/or vacation time.
3. Employees returning from leave:
  - a. An employee returning from leave of more than one hundred (100) working days shall be reinstated to a position of like category and grade, i.e., maintenance, clerical, technology, without loss of unused sick/personal leave, continuing contract, status on the salary schedule and membership in the retirement system (leave time may be purchased from ASRS).
  - b. An employee returning from leave of one hundred (100) working days or less shall be reinstated to the same position, without loss of unused sick/personal leave, continuing contract, status on the salary schedule and membership in the retirement system (leave time may be purchased from ASRS).

- c. An employee, who does not otherwise qualify for accrual of district benefits, shall be allowed ten (10) consecutive working days on an off-pay status. The “short-term” leave applies only to personal illness. An employee returning to work during or at the end of the ten (10) day period may return to his/her position without loss of seniority or status on the salary schedule.
- d. The position of the employee on leave may be posted as a temporary position before the 100th day.
- 4. Notification of intention to resume employment must be made in writing thirty (30) calendar days prior to date of return.
- 5. Under any and all provisions in this section, the District shall make every reasonable effort to furnish a qualified substitute.
- 6. Leaves of absence without pay may be requested under the following conditions:
  - a. To care for a sick member of the employee or spouse’s family or member of the immediate household.
  - b. To an employee who is unable to work because of personal illness or disability and who has exhausted all sick leave earned. The employee may return to duty only upon presentation of appropriate medical evidence stating that he/she is able to resume regular work and upon the recommendation of the Assistant Superintendent for Human Resources.
  - c. An employee who has not used all accumulated sick leave at the time that extended leave of absence is granted for personal illness or disability shall be notified in writing that the sick leave accumulated shall be frozen. The notice shall designate the number of days being frozen. The employee shall have the number of sick days accumulated up to the commencement of the leave awarded to them upon return to employment from leave.
  - d. By an employee for the adoption of a child. An employee adopting a child shall be entitled to, upon request, a leave to commence at any time during the first year continuous with adoption after receiving such custody to fulfill the requirements for adoption.
  - e. By one (1) employee designated by the Association for the purpose of engaging in Association activities, whether local, state, or national.
  - f. To care for a child by an employee or spouse when it is contiguous with the extension of medical leave or the birth of a child.
  - g. Military leave of absence shall be granted by the Board of Education to an employee in accordance with existing state and federal statutes.
  - h. To campaign for or serve in a county, state or national public office.
  - i. Good Cause: Other leaves of absence without pay may be granted by the Board for good reason. Specifically excluded are leaves which are for the purpose of:
    - 1. Returning to school to prepare for a position not related to employment in the Paradise Valley School District.
    - 2. Accepting any position with another employer.

**ARTICLE 3: RETIREMENT/EARLY RETIREMENT**

**A. Normal Retirement Plan** (see page 34)

Any employee, who meets the requirements specified by the Arizona State Retirement System and is sixty five (65) years of age or older, will become eligible for the normal retirement program.

- 1. Employees participating in this program will receive 100% of their accumulated sick leave at 3x (Grade 31, Step 19) upon retirement.
- 2. Notification of participation in this plan must be made to the Human Resources Department by February 1 of the current contract year.
- 3. Selection of the Normal Retirement Plan is exclusive and no other plan or option, including medical reimbursement may be selected.

**B. Early Retirement Plans** (see page 35)

Any employee who meets the requirements specified by the Arizona State Retirement Plan and are under the age of sixty-five (65) years of age will become eligible for the early retirement plan. Application shall be made to the Human Resources Department by **February 1** of the current contract year to enter the program. Employees choosing the program may participate in one of the following five plans by notifying the Human Resources Department.

- 1. It is the intent of the District to pay individual health and major medical insurance premiums. Employees participating in either Plan A., B., C., or D., will be eligible for paid medical coverage equal to the prior year coverage, at the rate currently in effect for active employees, through their membership in the Arizona State Retirement System and will enroll in the system’s plan at the time of retirement. This agreement is subject to the applicable laws and regulations of the State of Arizona, the lawful rules and regulations of the Arizona State Board of Education and the rules and regulations of the Paradise Valley Unified School District.
  - a. Once leaving the program, they may not re-enter, i.e., if employee waives or leaves the insurance benefits of program, they will not be reinstated.
- 2. The employee must notify the Assistant Superintendent of Human Resources in writing by **February 1** of the current contract year if they are planning to retire using Plans A-D. If an employee wants Plan E, they need to notify the Human Resources Department by **February 1** of the fiscal year (July 1 – June 30) prior to their retirement.
- 3. Upon selection of a plan, the employee will receive severance pay for sick leave according to the plan they select.
- 4. Effective July 1, 2005, reimbursement for medical coverage will be limited to single coverage only.

## **Early Retirement Plans**

Employees may select from the following early retirement plans:

### **Plan A: One to Sixty Day Program**

- a. An employee choosing this plan will be reimbursed at the district rate for medical coverage with the ASRS provider until age sixty-five (65) as long as their work is satisfactory. An employee adopting this plan will be required to serve one (1) day and may serve up to sixty (60) days each year as needed by the District at activities or services at times established by the District in consultation with the employee. The employee will be paid at their per diem rate prior to retirement for each day served, with a total annual dollar cap adjusted each year to the social security cap or available district funds.
- b. The maximum contract amount in any given year will be the maximum amount, which can be earned without reduction of Social Security payments during the calendar year in which the contract is signed.
- c. When an employee chooses this plan as their initial retirement program, they will receive:
  1. Upon early retirement, an employee with at least five (5) years of continuous service in Paradise Valley Unified School District shall be reimbursed one-fourth (1/4) of accumulated sick leave at Grade 31, Step 19.
  2. Upon early retirement, an employee with at least ten (10) years of continuous service in Paradise Valley Unified School District shall be reimbursed one-third (1/3) of accumulated sick leave at Grade 31, Step 19.
  3. Upon early retirement, an employee with at least fifteen (15) years of continuous service in Paradise Valley Unified School District shall be reimbursed one-half (1/2) of accumulated sick leave at Grade 31, Step 19.
  4. Upon early retirement, an employee with at least twenty (20) years of continuous service in Paradise Valley Unified School District shall be reimbursed 100% of accumulated sick leave at Grade 31, Step 19.

### **Plan B: One Day Program**

- a. An employee choosing this plan will be reimbursed at the district rate for medical coverage with the ASRS provider until age sixty-five (65) as long as their work is satisfactory. An employee selecting Plan B will be required to work one (1) day per year at their per diem rate of pay.
- b. When an employee chooses this plan as their initial retirement program, they will receive:
  1. Upon early retirement, an employee with at least five (5) years of continuous service in Paradise Valley Unified School District shall be reimbursed one-fourth (1/4) of accumulated sick leave at 2 X Grade 31, Step 19.
  2. Upon early retirement, an employee with at least ten (10) years of continuous service in Paradise Valley Unified School District shall be reimbursed one-third (1/3) of accumulated sick leave at 2 X Grade 31, Step 19.
  3. Upon early retirement, an employee with at least fifteen (15) years of continuous service in Paradise Valley Unified School District shall be reimbursed one-half (1/2) of accumulated sick leave at 2 X Grade 31, Step 19.
  4. Upon early retirement, an employee with at least twenty (20) years of continuous service in Paradise Valley Unified School District shall be reimbursed 100% of accumulated sick leave at 2 X Grade 31, Step 19.
- c. Selection of Plan B is exclusive and no other plan may be selected.

### **Plan C: Limited Contract Program (9/10 month Contract Employee)**

- a. Prior to actual retirement date, an employee (except 40 hour per week, 12-month employees) may choose to enter into an agreement to work beyond their regular contract in a job to be mutually agreed upon with the District provided that one-year advance retirement notice is given. Declaration must be made by **February 1** prior to the year in which the employee chooses to implement the plan. The employee will be paid at their current step and the wage rate for the position.
- b. For those choosing a two-year option, a minimum of 160 hours per year beyond the regular contract may be worked. Time sheets must be used to document the actual hours and days worked on these assignments. At the completion of Plan C., Limited Contract Program, the employee will convert to Plan B.

### **Plan D: Part-Time Program**

- a. An employee may elect to work nineteen (19) hours per week or five (5) consecutive months full time per fiscal year in a position for which they are qualified, at the same step placement to which they were assigned at the time of the retirement. The employee will be paid at the current rate of pay for as long as there is a need for the position and their work is satisfactory. These provisions are subject to compliance with Arizona State Retirement System regulations.
- b. Medical reimbursement will continue under this option until age sixty-five (65).
- c. Employee will be required to work one additional day per year for medical reimbursement.

### **Plan E: Complete Severance**

- a. An employee choosing this plan may opt to receive a lump sum payment at 3X (Grade 31, Step 19) of accrued sick leave upon retirement. Notification must be made to the Human Resources Department by **February 1** prior to the fiscal year (July 1) retirement is to occur. Selection of Plan E is exclusive and no other plan or option, including medical reimbursement, may be selected.

**C. Employment of PVUSD Retired Members of the Arizona State Retirement System**

1. Consistent with Arizona Revised Statute § 38-76601, retired members of the Arizona State Retirement System may return to work as a full time employee of the district and still be eligible to receive retirement benefits.
2. Terms of participation:
  - a. Returning PVUSD retired employees may apply for any position for which that employee is eligible. If the position is the same position immediately vacated by said employee, the interview requirement for that position shall be waived.
  - b. If hired, the returning PVUSD retired employee will not be eligible for any benefits with the exception of sick, vacation and personal leave.
  - c. There shall be no seniority.
  - d. Compensation will be based on the grade and step the employee was on at the time of their retirement not to exceed Step 11, if the position is the same position vacated by said employee.
  - e. Positions filled by returning PVUSD retired employees will be interim and will be re-posted each June 1.
3. Vacation
  - a. Twelve (12)-month employees are entitled to paid vacation benefits according to the following ratio:

1 year	one (1) week
2-4 years inclusive	two (2) weeks
5-9 years inclusive	three (3) weeks
10 or more years inclusive	four (4) weeks
  - b. Vacation days must be accrued before they can be taken and they must be used by the end of the fiscal year.
  - c. A twelve (12)-month employee may have the option to take vacation when school is not in session with advance notification to/and approval of their supervisor on the basis of seniority. Every attempt shall be made to grant an employee their vacation at the time requested. If a request for use of vacation days is denied, the reason for denial shall be supplied in writing to the employee.
  - d. When the vacation period of an employee includes one of the paid holidays agreed to in this Agreement, an additional day's vacation will be granted with pay in lieu of the holiday.
  - e. When calculating the employee's years of service, vacation days will be calculated on employee's most recent date of hire.
  - f. When a full-time employee whose work year is less than twelve (12) months has been transferred to a twelve (12)-month job, that person will receive credit towards vacation rights as determined by the number of months worked in the previous job, (example – person worked nine (9) months for four (4) years would = thirty-six (36) months and would get three (3) years' credit towards vacation in a twelve (12)-month job).
  - g. There will be no buy back for vacation days.
4. Sick Leave
  - a. On July 1, October 1, January 1, and April 1 of each year, employees will be credited with one fourth of their sick leave based upon scheduled weekly hours and the Employee Benefits Chart (Section III, Article 8, B. Employee Benefits) to be used for absences caused by illness or physical disability of the employee or family. The unused portion of such allowance may accrue not to exceed ten (10) days.
    1. The employee may be required to present a physician's certificate as proof of illness before being granted sick leave with pay. This includes but is not limited to the time period before and after a holiday.
    2. Employees may use unused and accumulated sick leave by reason of pregnancy for a period of time limited as determined by her physician.
    3. There will be no sick day buy back.
    4. During September of each year, the Payroll Department will send written notice to every eligible employee as to the number of sick leave days they have accrued to that time.
  - b. Before an employee will be allowed to return to work, the Human Resources Department requires a copy of a physician's statement certifying that the person is physically able to return to normal duties, under the following conditions.
    1. Returning from personal illness under Family Medical Leave Act (FMLA).
    2. When an employee has been off work for an injury.
    3. If an employee is off five (5) consecutive working days or more.
    4. If an employee has been released by the Arizona Workers Compensation Fund to work.
5. Personal Leave

At the beginning of every school year, nine (9), ten (10), and eleven (11) month employees shall be credited with four (4) days to be used at their discretion for personal use. Personal leave may not be accrued and there will be no personal leave buy back. An employee planning to use a personal leave day shall notify their site administrator at least one (1) day in advance, except in case of emergencies. This notification is for planning purposes only, not for prior approval. Prior approval, however, must be given by the site administrator for personal leave days immediately preceding or following a regularly scheduled school holiday. Exceptions to prior approval may be granted for unforeseen circumstances. Appeals shall follow the grievance procedure.

6. Bereavement Leave

An employee shall be granted up to ten (10) working days of temporary leave in each instance of death of a member of the employee's family or spouse's family. Such leave shall be deducted from the employee's available unused sick leave or personal leave days.

7. Severance Pay (Resignation or Death)

Upon separation from employment in the District the employee shall not be entitled to receive separation benefits.



**A.1. NORMAL RETIREMENT PLAN (See page 31, Article 3.A)**

**NORMAL RETIREMENT PLAN**

(65 years of age or older)

	*Notification of Intent to Continue Early Retirement Program	Number of Work Days Per Year	+Health Insurance	#Life Insurance	Sick Days Awarded – 5 Years of Service^^	Sick Days Awarded – 10 Years of Service^^	Sick Days Awarded – 15 Years of Service^^	Sick Days Awarded – 20 Years of Service^^
<b>Normal Retirement</b>	No	Complete Severance No work days	No	Yes	All of Accumulated Sick Leave @ 3 X (Grade 31, Step 19) per day	All of Accumulated Sick Leave @ 3 X (Grade 31, Step 19) per day	All of Accumulated Sick Leave @ 3 X (Grade 31, Step 19) per day	All of Accumulated Sick Leave @ 3 X (Grade 31, Step 19) per day

\*Employee must notify the Assistant Superintendent for Human Resources in writing by **February 1** of the prior fiscal year.

+Contact ASRS for health insurance information.

#Life insurance can be converted to a private policy. The forms are available in the Human Resources Department. This agreement is subject to applicable laws and regulations of the State of Arizona; the lawful rules and regulations of the Arizona State Board of Education and the rules and regulations of the Paradise Valley Unified School District.

^^The total number of sick days is determined by dividing the balance of sick leave hours by the number of contracted hours worked per day by employee upon retirement.

## B.1. EARLY RETIREMENT/REGULAR RETIREMENT PLAN COMPARISONS

### EARLY RETIREMENT PLANS

Under 65 years of age

	*Notification of Intent to Continue Early Retirement Program	Number of Work Days Per Year	+Health Insurance	#Life Insurance	Sick Days Awarded – 5 Years of Service**	Sick Days Awarded – 10 Years of Service**	Sick Days Awarded – 15 Years of Service**	Sick Days Awarded – 20 Years of Service**
<b>PLAN A</b>	Yes	1 to 60 Days Per Year @ Per Diem Rate – Cap**	Yes	Yes	¼ of Accumulated Sick Leave @ Grade 31, Step 19 per day	1/3 of Accumulated Sick Leave @ Grade 31, Step 19 per day	½ of Accumulated Sick Leave @ Grade 31, Step 19 per day	All of Accumulated Sick Leave @ Grade 31, Step 19 per day
<b>PLAN B</b>	Yes	1 Day/Year @ Per Diem Rate	Yes	Yes	¼ of Accumulated Sick Leave @ 2 X (Grade 31, Step 19) per day	1/3 of Accumulated Sick Leave @ 2 X (Grade 31, Step 19) per day	½ of Accumulated Sick Leave @ 2 X (Grade 31, Step 19) per day	All of Accumulated Sick Leave @ 2 X (Grade 31, Step 19) per day
<b>PLAN C Limited Contract (9/10 Month Employees)</b>	Yes	Prior to retirement, work beyond regular contract: 1 year-320 hrs. 2 yrs- 160 hrs/yr Paid at current step/wage Converts to Plan B upon completion	Yes	Yes	¼ of Accumulated Sick Leave @ 2 X (Grade 31, Step 19) per day	1/3 of Accumulated Sick Leave @ 2 X (Grade 31, Step 19) per day	½ of Accumulated Sick Leave @ 2 X (Grade 31, Step 19) per day	All of Accumulated Sick Leave @ 2 X (Grade 31, Step 19) per day
<b>PLAN D/B</b>	Yes	Retire under Plan B and then if retiree is hired for a 19 hrs/wk. job (at previous rate of pay), retiree switches to Plan D	Yes	Yes	¼ of Accumulated Sick Leave @ 2 X (Grade 31, Step 19) per day	1/3 of Accumulated Sick Leave @ 2 X (Grade 31, Step 19) per day	½ of Accumulated Sick Leave @ 2 X (Grade 31, Step 19) per day	All of Accumulated Sick Leave @ 2 X (Grade 31, Step 19) per day
<b>PLAN E</b>	No	Complete Severance No work days	No	Yes	All of Accumulated Sick Leave @ 3 X (Grade 31, Step 19) per day	All of Accumulated Sick Leave @ 3 X (Grade 31, Step 19) per day	All of Accumulated Sick Leave @ 3 X (Grade 31, Step 19) per day	All of Accumulated Sick Leave @ 3 X (Grade 31, Step 19) per day

\*Employee must notify the Assistant Superintendent for Human Resources in writing by **February 1** of the current contract year of the desire to continue retirement with Plans A-D. Those choosing Plan E must notify Human Resources Department by **February 1** of the prior fiscal year.

\*\* Adjusted each year to Social Security Cap

+Employee will be eligible for partial medical reimbursement (until age 65) for themselves (based on prior year coverage) at the rate currently in effect for active employees through their membership in the Arizona State Retirement System. Contact ASRS for health insurance information.

#Life insurance can be converted to a private policy. The forms are available in the Human Resources Department. This agreement is subject to the applicable laws and regulations of the State

\*\*The total number of sick days is determined by dividing the balance of sick leave hours by the number of contracted hours worked per day by an employee upon retirement.

**ARTICLE 4: EMPLOYEE BENEFITS**

**A. Eligibility for Benefits**

Employee benefits provided by the District shall accrue to those employed as regular employees for nine (9) or more months of the year. Specifically excluded are part-time employees (working less than twenty (20) hours per week), substitute employees, or temporary extra help status employees.

All employees who work twenty (20) hours or more per week will be entitled to qualified benefits. All benefits will be based on weekly hours worked. Field trip hours will not be included in this calculation.

Employees in temporary positions which extend beyond one hundred (100) working days will be eligible for employee benefits upon the completion of one hundred (100) working days, providing they are working on a regular schedule of twenty (20) hours per week or more.

Employees who were in interim positions with no break in service during 2007-2008 and are re-employed for 2008-2009 shall be treated as continuing employees under the provision.

**B. Benefits Begin**

Benefits begin the first of the month following the hire date.

**C. Benefits Terminate**

Employees who do not complete the contract year will have their benefits terminated the last day of the month in which employment was terminated.

**D. Employee Benefits Chart**

Months/Hrs Per Week	Sick Leave	Personal Leave	Vacation	Health/Life Insurance	Worker's Comp.	Social Security	Retirement	Holidays with Pay
9/20	4	4	0	X*	X	X	X	8
9/25	5	4	0	X*	X	X	X	8
9/30	6	4	0	X*	X	X	X	15
9/31	6	4	0	X	X	X	X	15
9/35	8	4	0	X	X	X	X	15
9/40	10	4	0	X	X	X	X	15
10/20	5	4	0	X*	X	X	X	8
10/30	7	4	0	X*	X	X	X	15
10/40	11	4	0	X	X	X	X	15
11/40	12	4	0	X	X	X	X	20
12/20	6	3	X	X*	X	X	X	20
12/30	8	3	X	X*	X	X	X	20
12/40	13	3	X	X	X	X	X	20

\*Health and life insurance do not apply to employees hired after July 1, 1996.

**ARTICLE 5: FRINGE BENEFITS**

**A. Life Insurance**

1. The Board shall pay full premium for the life insurance equal to one (1) times the nearest thousand of each Bargaining Unit member's salary.
2. Each employee shall have the option to purchase additional insurance at the group rate as determined by the insurance company. This shall be at no additional cost to the District.

**B. Major Medical Health Benefit**

1. Coverage

a. Employee Coverage

The Board shall pay a portion of or the full premium toward health and benefits for all eligible employees.

Eligible employees are determined as follows:

1. If hired before July 1, 1996: Works 20 hours or more per week.
2. If hired after July 1, 1996: Works 31 hours or more per week.

b. Dependent Coverage

For Bargaining Unit Members who choose dependent health coverage, the Board shall pay an equivalent amount of the health premium according to the following schedule:

	<u>Actual Hours per Week</u>	<u>Dependent Care Contribution Paid by the Board</u>
IF HIRED BEFORE JULY 1, 1996	40	\$621.55
	30-39	\$540.87
	20-29	\$460.19
IF HIRED AFTER JULY 1, 1996	40	\$621.55
	31-39	\$540.87

2. Bus drivers, bus aides, and para-educators/personal care who qualified for medical insurance the year prior and/or through no fault of their own, lose their hours (i.e., if a benefited route is not available or a para-educator/personal care is transferred and benefited hours are not available at the new site) will keep their benefits through the end of the current school year only.

**C. Long-Term Disability**

It is the intent of the District to maintain long-term disability insurance for all benefited classified employees beginning with the one hundred eighty-first (181st) day of disability. This coverage will be provided to Bargaining Unit members who are eligible for benefits as part of their membership in the Arizona State Retirement System. The benefits of this policy become effective on the one hundred eighty-first (181st) day of disability.

**D. COBRA**

Employees on leave of absence approved by the Governing Board may continue health insurance with an 18 month COBRA.

**E. Continuation of Insurance**

1. When an employee's dependent(s) reaches an age which prohibits coverage under the dependent insurance benefit, an employee shall have the right to continue said coverage with a COBRA policy by making appropriate payment directly to the COBRA Administrator.
2. Employees on leave of absences approved by the Board may continue insurance coverage with an 18 month COBRA. Premiums for COBRA coverage are calculated at 102% of the current health premium. Payments are made directly to the COBRA Administrator.
3. Employees who terminate their employment upon completion of their contract may continue their insurance until the last day of June.
4. The Board will maintain in force a level of insurance benefits comparable to or exceeding those in effect at the time this Agreement is ratified.

**F. District Insurance Committee**

1. PVSEA will have equal representation on the District Insurance Committee.
2. The Committee shall consider, review and make recommendations to the Board on all aspects of Board-purchased insurance programs as provided in this Agreement and other Board policies.
3. Insofar as present insurance coverage and carrier are concerned, the Committee is specifically directed by the parties to make recommendations as to re-bidding.
4. The Board agrees to consider for adoption the recommendations of the Joint Committee.

**G. Insurance Company/Consultant Information**

The Board agrees to make available to the Association all pertinent information received from the insurance company or insurance consultant(s).

**ARTICLE 6: OVERTIME/COMPENSATORY TIME**

**A. Definition**

Overtime/compensatory time at time and one-half will be paid for all hours worked over a forty (40) hour period in one (1) week. A week is defined as a period of one hundred sixty-eight (168) consecutive hours beginning Sunday and ending on Saturday.

1. Upon the approval of the building/department administrator (per the list developed and distributed by the Human Resources Department and posted at each building/department by the first day of school) and the Director for Human Resources, overtime at the rate of one and one-half (1 1/2 times the regular rate-of-pay will be paid to all employees who work more than forty (40) hours in one week.
2. Upon the approval of the building/department administrator (per the list developed and distributed by the Human Resources Department and posted at each building/department by the first day of school) compensatory time, in lieu of overtime payment, may be provided to an employee based on a rate of one and one-half (1 1/2) hours for each hour of overtime worked.

**B. Use of Compensatory Time**

Before additional hours are worked, an employee shall be permitted to use accrued compensatory time within a reasonable period of time after it is earned not to exceed one semester. The site administrator and employee will agree as to whether the reimbursement will be compensatory time or paid overtime from the site budget. Employees who have not used compensatory time will be asked to use their time before the end of the semester.

**C. Compensatory Time Limits**

Compensatory time may be accrued to a total of two hundred forty (240) hours (i.e., not more than one hundred sixty (160) hours of actual overtime hours worked).

**D. Compensatory Time Approval**

Employees need prior approval of their supervisor before earning/working compensatory/overtime. Without prior approval, disciplinary action may result.

**E. Start of Compensatory Time Earned**

Compensatory time cannot be earned prior to the start date of an employment contract.

**ARTICLE 7: NIGHT DIFFERENTIAL**

An employee whose regular-assigned shift starts on or after 10:00 p.m. will be granted a night-shift differential of twenty cents (\$.20) per hour.

**ARTICLE 8: SUMMER WORK**

Summer work will be delegated according to seniority if documented ability and qualifications are equal to a less senior employee.

**ARTICLE 9: PAID HOLIDAY SCHEDULE**

Nine (9) month employees who work 20-29 actual hours per week (including 173 day employees) receive a total of eight (8) paid holidays and work a total of 182 duty days.

Nine (9)/ten (10) month employees who work 30/35/40 actual hours per week receive a total of fifteen (15) paid holidays and work a total of 182/207 duty days.

Eleven month employees receive a total of twenty (20) paid holidays and work a total of 218 duty days.

Twelve month employees receive a total of twenty (20) paid holidays and work a total of 240 duty days.

Crosswalk Guards and Food Service employees work 180 days.

Noon Duty Aides work a total of 182 duty days.

Bus Drivers and aides work 184 days.

**ARTICLE 10: WORKER'S COMPENSATION**

Every employee who is injured by an accident arising out of and in the course of his/her employment, regardless of where such injury occurred, unless purposely self-inflicted, shall be entitled to receive medical, surgical and hospital, or other treatment as outlined in Board Policy GCBCC. Employees who need to miss work due to this injury must notify the Human Resources Department. Qualified employees will be placed on FMLA or personal medical leave. Employees who receive money from worker's compensation may not qualify to accrue sick/vacation days during this time.

**ARTICLE 11: TRAVEL REIMBURSEMENT AND ACCOMMODATIONS**

All Bargaining Unit members shall be reimbursed for authorized District travel and accommodations, both in-state and out-of-state in accordance with travel directives as provided by the County Superintendent (this is to include per diem). Accommodations shall be arranged by the District for all employees and such accommodations shall not be shared with students, unless an emergency situation exists.

**ARTICLE 12: LONGEVITY**

An employee shall be eligible for the longevity bonus at the beginning of their eleventh (11<sup>th</sup>) year of total service within the District. The following factors shall be a part of the service criteria:

1. Eligible twenty (20) hour a week or more employees shall be granted the longevity bonus without pro-ration.
2. Approved leaves of absence shall not be considered a break in the continuity of service. However, the time spent on leave of absence status will not apply toward the minimum number of years required for longevity bonus eligibility.
3. Placement on the longevity schedule will be based on years of continuous service as of July 1 of each contract year.

Example: A twelve (12)-month employee who has worked in the District for eleven (11) years receives twenty-six (26) paychecks. The two hundred fifty dollars (\$250.00) longevity payment is paid in twenty-six (26) equal installments of \$9.62 each. If the employee resigns on December 31, they would have worked for exactly one-half (1/2) of the fiscal year and earned a total of thirteen (13) paychecks. The total amount of the employee's longevity payment would be thirteen (13) x \$9.62 or \$125.06.

Schedule

Beginning Years of Service		Amount of Bonus	Maximum to be Received
11		\$250.00	\$250.00
12		\$250.00	\$250.00
13		\$250.00	\$250.00
14		\$250.00	\$250.00
15	Additional	\$250.00	\$500.00
16		\$250.00	\$500.00
17		\$250.00	\$500.00
18		\$250.00	\$500.00
19		\$250.00	\$500.00
20	Additional	\$250.00	\$750.00
21		\$250.00	\$750.00
22		\$250.00	\$750.00
23		\$250.00	\$750.00
24	Additional	\$250.00	\$1,000.00
25		\$250.00	\$1,000.00
26*		\$250.00	\$1,000.00

\*Until retirement or termination of employment

**ARTICLE 13: PROFESSIONAL GROWTH REIMBURSEMENT/PROFESSIONAL GROWTH CREDIT PROGRAMS**

**A. Professional Growth Reimbursement**

1. Courses taken and completed from accredited colleges or universities, vocational/trade schools, as well as workshops and seminars offered by professional organizations or institutes will be eligible for professional growth reimbursement. Professional growth may be reimbursed only if the employee has paid using his/her own money and the course has been approved by the Professional Growth Committee. These courses, in order to be reimbursed, must be taken outside of the normal work day. Course work must be directly related to the employee's current job, to a promotional path for the current job or future employment in the district. A promotional path is described as a job of higher-grade assignment within the same area of job category, i.e., Maintenance/Custodial, Food Service, Transportation, Clerical, Technology or instructional.
2. Only full-time (20 hours or more) employees will be eligible for Professional Growth reimbursement. Applications must be submitted in advance before reimbursement is granted.
3. If an employee hired prior to July 1, 1997 desires, he/she may sign a waiver allowing him/her to participate in the professional growth reimbursement program rather than the professional growth credit program.
4. The employee submits a prior approval form (Application for Professional Growth) listing each course to be submitted to the Professional Growth Committee. The form requests justification for course work, must be filled in completely, and is subject to review by the employee's building or department administrator.
5. In order to be considered for professional growth reimbursement, all courses must be successfully completed. Grades must be a "C" or better, or receive a "Pass"/ "Completion" designation.
6. Credit may not be obtained for a course that was previously taken and for which professional growth reimbursement was previously granted.
7. The maximum reimbursement per employee per school year will be \$500.00. Reimbursement may be requested for tuition, books, and supplies. Reimbursement will be made only after presenting evidence of a passing grade or seminar/workshop completion and receipts for the payment of course related costs to the Director of Human Resources. Employees submitting evidence of the course completion and all necessary receipts will be reimbursed prior to the end of the fiscal year in which the documentation was submitted.
8. **STEP-BY-STEP PROFESSIONAL GROWTH REIMBURSEMENT**
  - a. Select a course to be taken from an accredited college or university, vocational/trade school, district community education, or select a workshop/seminar offered by a professional organization or institute.
  - b. Obtain and complete fully, "Application for Professional Growth".
  - c. Obtain administrator's signature on the application.
  - d. Submit application to Professional Growth Committee for approval through the Director of Human

Resources.

- e. After completion of the course(s) submit documentation showing course completion/grade(s) as well as receipt and/or cancelled check used for course payment to the Director of Human Resources.
- f. Approved reimbursement will be sent prior to the end of the fiscal year in which the documentation was submitted.

**B. Professional Growth Credit**

1. Only employees hired prior to July 1, 1997 are eligible for professional growth credit.
2. Only full-time (20 hours or more) employees will be eligible for professional growth credit. Applications must be submitted in advance before credit is granted.
3. The Professional Growth Committee meets three (3) times per year—the third Wednesday in October, the third Wednesday in January and the third Wednesday in April.
4. Employees who pursued Professional Growth credit prior to June 30, 1997, will be allowed to complete promotional advancement under previous bargaining language which stated, “Only courses completed from accredited colleges, universities, vocational/trade schools, other institutions of higher learning will be eligible for credit”. Employees will be allowed to complete promotional advancement under the previous bargaining language listed below.
  - a. An addendum of three (3) percent of the employee’s rate-of-pay shall be given for each successfully completed fifteen (15) semester hours. This percentage addendum will remain in effect throughout the employee’s tenure based on the employee’s current rate-of-pay. No maximum limitation will be set on the number of credit hours that an employee may acquire per year. Salary advancement as a result of completion of coursework that is related to a future employment opportunity will be awarded upon employment in the new position.
  - b. Academic credit shall not be granted for study done prior to July 1, 1986, or prior to an employees date of employment with the District.
5. The employee submits a prior approval form (Application for Professional Growth) listing each course to be submitted to the Professional Growth Committee. The form requests justification for course work must be filled in completely and is subject to review by the employee’s building or department administrator.
6. Course work must be directly related to the employee’s current job, to a promotional path for the current job or future employment in the district. A promotional path is described as a job of higher-grade assignment within the same area of job category, i.e., Maintenance/Custodial, Food Service, Transportation, Clerical, Technology or instructional.
7. In order to be considered for professional growth credit, all courses must be successfully completed. Grades must be a “C” or better, or receive a “Pass” designation.
8. Credit may not be obtained for a course that was previously taken and for which professional growth reimbursement was previously granted.
9. When an employee anticipates completing the necessary credit hours or remuneration, a letter of intent is submitted to Director of Human Resources by February 1 of the school year prior to completion.
10. The employee submits an official transcript of course work completed to the Director of Human Resources by October 1. If approval of course credits results in granting the addendum, it shall be awarded in accordance with the following guidelines:
  - a. If credits are earned and transcripts are received prior to July 1, compensation will begin with the new fiscal year; and
  - b. If credits are earned and transcripts are received between July 1, and October 1, compensation will begin with the second regular pay period following October 1.
11. Fifteen (15) approved clock hours taken will convert to one (1) college credit hour.
12. **STEP BY STEP PROFESSIONAL GROWTH CREDIT**
  - a. Select a course to be taken from an accredited college or university, vocational/trade school or institute of higher learning.
  - b. Obtain and complete fully, “Application for Professional Growth”.
  - c. Obtain administrator’s signature on the application.
  - d. Submit application to Professional Growth Committee for approval through the Director of Human Resources.
  - e. After completion of the course(s) submit an official transcript showing course completion/grade(s) to the Director of Human Resources.
  - f. Submit a letter of intent regarding any upcoming addendum to the Director of Human Resources by February 1 of the school year prior to completion of course work necessary to obtain the addendum.
  - g. Compensation will be paid after documentation is received and approval is secured.

### **C. Procedures**

1. The district will establish a Professional Growth Committee comprised of the Assistant Superintendent for Human Resources or his/her designee; three (3) building principals one (1) elementary; one (1) middle school; one (1) high school; and four (4) association representatives.
2. The Human Resources Dept. maintains an educational log for each employee working on Professional Growth.
3. Final approval for Professional Growth remuneration comes from the Director of Human Resources.
4. If the Professional Growth Committee does not approve a course as submitted, they must:
  - a. Notify the employee in writing stating why it was not approved; and
  - b. Allow the employee to schedule a hearing with the committee to present additional information to substantiate their request.

## **ARTICLE 14: COMPENSATION TASK FORCE**

### **A. Committee Membership**

A Compensation Task Force, consisting of four (4) Paradise Valley Support Employee Association members appointed by the Association and four (4) members appointed by the Superintendent, or his/her designee, shall be established. One (1) representative of the Association and one (1) representative of the Administration will serve as co-chairs of the group.

### **B. Responsibility of the Task Force**

The responsibility of the task force will include:

1. The Task Force shall facilitate the study of job titles, job descriptions, and wage rates for the classified work force. The Task Force will determine which sets of job titles will be reviewed each year.
2. Data used for each yearly salary study will be drawn from current district job descriptions and salary schedules, as well as external joint governmental wage survey material and other school districts' material.
3. The Task Force study will be completed by December 15.
4. A final report will be provided to the Superintendent no later than January 15 of each year for inclusion as part of the District's budgeting process.





**SECTION IV**

**EMPLOYEE COMPENSATION  
FOR  
CLASSIFIED EMPLOYEES**



**ARTICLE 1: SALARY SCHEDULE** (See page 46)

**ARTICLE 2: INITIAL PLACEMENT**

An employee will be placed on the entry of the level for which they are qualified. An exception may be made at the discretion of the Superintendent or designee if it has been determined that a position has become difficult to fill. These positions must have been re-posted for an expanded candidate pool prior to filling. If a qualified applicant for such position is to be hired, the President of the Association shall be given notification from Human Resources of the hiring as soon as possible.

**ARTICLE 3: BLENDED POSITIONS**

Employees assigned to two or more positions will be placed at the same step for all positions. If a continuing employee adds a second position to their current position, the employee will keep their step for the new position.

**ARTICLE 4: INITIAL PLACEMENT FOR HARD TO FILL POSITIONS**

An employee will be placed on the entry of the level for which they are qualified. An exception will be made only if a position is hard to fill and has been re-posted for an expanded candidate pool. The exceptions are as follows:

- A. A former PVUSD employee (non-retiree) returning to the same position may be brought back on the step they left not to exceed Step 6. Seniority will begin with their most recent date of hire.
- B. Employees with out-of-district, job-related experience may be granted one step for each year of experience not to exceed Step 4. Seniority will begin with their date of hire.







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**Jill Hoogendyk ..... Member**  
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