### **ARTICLES OF AGREEMENT**

### By and Between

## THE HAZELWOOD SCHOOL DISTRICT BOARD OF EDUCATION

and

# LOCAL UNION NO. 1, OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

**July 1, 2024 – June 30, 2027** 

# THE HAZELWOOD SCHOOL DISTRICT BOARD OF EDUCATION

### **TABLE OF CONTENTS**

ARTICLE	DESCRIPTION	PAGE
1	INTRODUCTION	1
	Section 1	1
	Section 2 – Work Stoppage	2
2	EMPLOYMENT	3
	Section 1 – Supervision	3
	Section 2 – Evaluations	4
	Section 3 – Personnel Records	5
	Employee Records	5
	Section 4 – Support Staff Position	6
	<ul> <li>Duties and Responsibilities of Employees</li> </ul>	6
	Section 5 – Employee Orientation	6
	Section 6 – Probationary Period –Employees	7
	Section 7 – Employment	7
3	EMPLOYEE ORGANIZATIONS	8
	Section 1 – Employee Organizations	8
	Payroll Deduction	9
	<ul> <li>Employment Notification</li> </ul>	9
	Section 2 – Right to Representation	9
	Shop Stewards	10
		44
4	GRIEVANCE PROCEDURE/DUE PROCESS	11
	Section 1 – Complaints and Grievances	11
	Definition	11
	<ul> <li>Procedures</li> </ul>	11
	Section 2 – Due Process and Progressive Discipline	13
5	EMPLOYEE PROTECTION/HEALTH & SAFETY	14
3		14
	Section 1 – Employee Protection	15
	Legal Counsel     Count Annagana	15
	Court Appearance     Continue     Continue    Con	16 16
	Section 2 – Employee Health and Safety	10
		1

<b>ARTICLE</b>	DESCRIPTION	PAGE
6	REDUCTION IN WORK FORCE/SENIORITY	17
	Section 1 – Reduction in Force	17
	Section 2 - Seniority	17
7	RECRUITING/POSTING OF VACANCIES/HIRING	18
	Employment Procedure	19
	Application Procedure	20
	Screening, Interviewing and Selection	21
	Competency in Area of Employment	21
	Appointment Procedure	21
8	ASSIGNMENTS AND TRANSFERS	22
	Assignments	22
	<ul> <li>Voluntary Lateral Transfers</li> </ul>	22
	Reclassification	23
9	LEAVES OF ABSENCE	24
	Section 1 – Leaves of Absence	24
	<ul> <li>Employee Termination at the End of Benefit Period</li> </ul>	24
	Section 2 – Compensable Leave – Employees	26
	Personal Leave	27
	Bereavement Leave	27
	Religious Observance	27
	Documentation	28
	Section 3 – Sick Leave Bank – Employees	28
	Definition	28
	Membership	28
	Administration	28
	<ul> <li>Withdrawal of Days</li> </ul>	29
	Additional Donations	29
	Section 4 – Family Medical Leave	30
	Notification of Leave	30
	Section 5 – Leave Not Charged to Compensable Leave	31
	Unpaid Emergency Leave	31
	Union Leave	31
	Section 6 – Civic Leave	32
	Jury Duty	32
	Employee Under Subpoena as Witness	32
	Military Leave	32

ARTICLE	DESCRIPTION	PAGE
10	TERMS OF EMPLOYMENT/COMPENSATION PLANS	33
	Section 1 – Terms of Employment and Compensation Plans	33
	Salary Schedule	34
	Section 2 – Supplementary Pay Plans	37
11	VACATIONS AND HOLIDAYS	40
	Section 1 – Vacations	40
	Section 2 – Holidays	42
40	LIEALTH AND WELFARE	43
12	HEALTH AND WELFARE	43
	Section 1 – Fringe Benefits Section 2 – Retirement	43
	Section 2 - Retirement	73
13	TRAINING OPPORTUNITIES	45
	Section 1 – Training Opportunities	45
	Section 2 – Tuition Reimbursement	46
	Guidelines for Tuition Reimbursement	47
14	POLICIES	48
	Section 1 – Employee Ethics	48
	Section 2 – Drug-Free Workplace	48
	Supervisor	49
	<ul> <li>Superintendent of Designee</li> </ul>	49
	<ul> <li>Process Chronology</li> </ul>	50
	<ul> <li>Random Testing for Drivers of District Vehicles</li> </ul>	50
	<ul> <li>Definitions</li> </ul>	51
	Section 3 – Employee Involvement in Decision Making	52
	Communications with Employees	52
	Section 4 – Employee Participation in Community Activities	52
	Section 5 – Employees Participation in Political Activities	52 50
	Section 6 – Employee/Student Relations	53
	Section 7 – Gifts to and Solicitations by Employees Section 8 – Use of Bulletin Boards	53
	Section 6 – Ose of Bulletin Bodius	54
	SIGNATURE PAGE	54
	OIGNAI GNE FAGE	<b>J</b> .

### **ARTICLE 1**

### INTRODUCTION

Section 1. The following articles have been agreed upon between the duly designated Representatives of the BOARD OF EDUCATION OF THE HAZELWOOD SCHOOL DISTRICT and Representatives of LOCAL UNION NO. 1, OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO hereafter referred to as "Local 1", the designated exclusive bargaining representatives of all maintenance, custodial, warehouse, mechanics, and utility employees providing services in Hazelwood School District, exclusive of supervisory and administrative Employees, full or part time, who are paid on the basis of the salary schedule. These Articles of Agreement shall constitute the sole and entire Agreement between the Board of Education and Local 1 with respect to wages, benefits and working conditions of the employees in the bargaining unit.

If any provisions within the Articles of Agreement are declared in violation of any federal or state statute or court decision then all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree to negotiate immediately for the invalidated provisions.

The Articles of Agreement shall be subject to change or amendment at any time by mutual consent of the Board of Education and Local 1. Any change or amendment agreed upon shall be reduced to writing and signed by both parties.

In the event that the district determines that there is an emergency situation, it shall reconvene the negotiation process with Local 1 representatives to discuss the situation, collaborate on possible solutions and reach resolution regarding a mutually agreed upon outcome.

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### **WORK STOPPAGE**

<u>Section 2.</u> During the term of this Agreement, the Union and employees shall not authorize, encourage, cause, engage in, sanction or assist in any work stoppage, strike or slowdown of operations.

During the term of this Agreement, the School District shall not cause, permit or engage in any lockout of its employees.

The School District reserves the right to immediately discharge or otherwise discipline any employee taking part in any violation of this provision of the Agreement. No other provisions of this Agreement shall affect the School District's right to discharge employees who violate this Article.

### ARTICLE 2 EMPLOYMENT

### **SUPERVISION**

<u>Section 1.</u> The immediate supervisor shall be responsible for supervising all employees under his or her jurisdiction. The purpose of supervision shall be to:

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

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

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

Each employee shall be informed as to his or her immediate supervisor and/or, if necessary, any joint supervision. The employee shall be responsible to only one supervisor for any one function, unless so directed by a building or district Administrator. Administrators should, whenever possible, coordinate any adjusted work assignments with the lead custodian. In the event that the lead is unavailable, the lead may contact the principal for verification.

### **EVALUATIONS**

<u>Section 2.</u> The Board believes that a program of continuous evaluation is necessary for the improvement of the employees and of the educational program. It shall be the responsibility of the superintendent or designee to develop a continuous evaluation program for all personnel.

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

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

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

### PERSONNEL RECORDS

<u>Section 3.</u> Information of a derogatory nature will not be entered or filed in the employee's personnel folder until the employee is given notice, as well as an opportunity to review the information and comment thereon. The employee will have the right to append a reply to the statement, which will also be included in the folder.

### **EMPLOYEE RECORDS**

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

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

The personnel file shall consist of the following:

- 1. Application
- Police record check
- 3. Fingerprint record check results
- 4. Evaluation forms
- 5. Employment record
- 6. Copies of correspondence to and from the employee regarding the job function
- 7. Physical verification form, if applicable
- 8. Department of Family Services record check results
- 9. Transcripts, if applicable
- 10. Driver's license, if applicable
- 11. Professional license, if applicable

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

### SUPPORT STAFF POSITIONS

<u>Section 4.</u> The Board of Education recognizes the importance of having well-qualified personnel in support staff positions to assure an efficient and effective educational program. All support staff positions in the school system will be established by the Board, and recommendations for employment will be presented to the Board for approval by the superintendent or designee

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

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

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

Job descriptions are to be kept in the Human Resources Department and are available upon request.

### **DUTIES AND RESPONSIBILITIES OF EMPLOYEES**

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

### **EMPLOYEE ORIENTATION**

<u>Section 5.</u> New employees shall be properly oriented upon assuming a position. The orientation shall be the responsibility of the employee's immediate supervisor.

### PROBATIONARY PERIOD - EMPLOYEES

**Section 6.** Every new employee of the District shall be on probation for the first seventy-five (75) calendar days of such employment.

At any time during such initial probationary period, an employee not giving satisfactory service will be recommended for termination. Any such employee so discharged shall not have the right to file a grievance or have other recourse to the grievance procedure.

### **EMPLOYMENT**

**Section 7.** Employees may be terminated by the Board of Education for just cause. The grievance procedures (Article 4, Section 1), the evaluation procedures (Article 2, Section 2) and the progressive discipline procedures (Article 4, Section 2) shall be applicable to any termination proceedings.

### ARTICLE 3 EMPLOYEE ORGANIZATIONS

### **EMPLOYEE ORGANIZATIONS**

<u>Section 1.</u> Maintenance, custodial, warehouse, mechanics and utility personnel employees are encouraged to join and participate in Local 1.

Local 1 may conduct meetings on campus for bargaining unit employees during nonworking hours and/or lunch periods in accordance with district policies on use of facilities and with the permission of the immediate supervisor.

Representatives will obtain a visitor's pass from the office upon their arrival and avoid interfering with the work of any district employee.

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

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

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

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

### **PAYROLL DEDUCTIONS**

The Hazelwood School District agrees to deduct from the wages of any employee covered by this Agreement said employee's dues as member of the Union upon receiving the employee's signed voluntary and individual written authorization form authorizing the District to make such deductions. Such authorization form shall be provided by the Union. The Hazelwood School District agrees to deduct and remit to the Financial Office of the Union wages withheld for such initiation fees and dues. The remittance shall be accompanied by a list showing individual names and amounts deducted. The total remittances are to be made not later than fifteen (15) days after the last day of the month for which deductions were made. The Union shall advise the School District of the amount of initiation fees and dues and the manner in which same shall be deducted. The amount so withheld shall be reported and paid to the Union monthly.

In the event of termination of employment, there shall be no obligation upon the School District to collect dues until all other deductions have been made.

### **EMPLOYMENT NOTIFICATION**

The District will make available to the union a list of newly hired, terminated and retired employees covered by this Agreement, upon request.

### RIGHT TO REPRESENTATION

<u>Section 2.</u> In all conferences with employees concerning evaluation, transfer, suspension or dismissal, the employee may be accompanied by a representative of his or her choosing as long as the representative is an employee of the school district or a representative of the union. The supervisor shall schedule the conference with the employee at a time, within five (5) work days, that is mutually agreed to unless there is a situation that would require an immediate conference. A follow-up conference may be scheduled if necessary.

### **SHOP STEWARDS**

Shop Stewards shall be designated by the Union from the group they are to represent and the Union will notify the Hazelwood School District of the duly designated Shop Steward(s) at each facility.

Shop Stewards or a union representative shall not confer or conduct union business during the representative's work day unless permission has been granted by the representative's administrator.

Shop Stewards or a union representative shall not confer or conduct union business with another employee during the employee's work day unless permission has been granted by the employee's administrator.

Employee concerns will be addressed by the Shop Steward in the same work-group first. In the event that the appropriate shop steward is unavailable, the employee concern will be addressed by the next available Shop Steward.

There will be no discrimination against any employee on account of membership in or activity on behalf of the Union.

### ARTICLE 4 GRIEVANCE PROCEDURE/DUE PROCESS

### **COMPLAINTS AND GRIEVANCES**

<u>Section 1.</u> It is the intent of the Board of Education that, through the employee complaints and grievances procedure, employees' complaints will be identified and corrected at the earliest possible time and at the lowest level of supervision. Complaint processing should be viewed as a positive and constructive effort to establish the facts upon which the complaint is based and come to a fair conclusion. Employees will not be discriminated against nor will reprisal be attempted against an employee because a complaint was filed.

### I. Definition

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

### II. Procedures

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

### A. Step 1

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

### B. Step 2

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

### C. Step 3

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

### D. Step 4

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

### DUE PROCESS AND PROGRESSIVE DISCIPLINE

<u>Section 2.</u> No employee shall be disciplined in an arbitrary or capricious manner, nor shall any employee be disciplined without just cause. The employee shall be informed within five working days, verbally or in writing, of any complaint that may result in disciplinary action. Any violation of Board Policy, department procedures or other action by an employee that would be detrimental to the welfare of others may also constitute a complaint against the employee.

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

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

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

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

### ARTICLE 5 EMPLOYEE PROTECTION/HEALTH & SAFETY

### **EMPLOYEE PROTECTION**

**Section 1.** Insurance coverage for the Hazelwood School District staff will be as follows:

### LIABILITY INSURANCE

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

### **WORKERS' COMPENSATION INSURANCE**

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

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

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

### **UNEMPLOYMENT COMPENSATION INSURANCE**

All eligible employees are covered by unemployment compensation and are subject to the provisions thereof.

### MEDICARE COVERAGE

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

#### LEGAL COUNSEL

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

#### COURT APPEARANCE

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

### **EMPLOYEE HEALTH AND SAFETY**

<u>Section 2.</u> The health and safety of all employees is of vital importance to the school district. The Board will seek to provide safe working conditions for all employees, and will give prompt consideration to those conditions that my present a threat to the health and safety of employees. Any time an employee has a concern about unhealthy, unsafe or hazardous working conditions, he/she should report it to his/her principal or immediate supervisor, who will evaluate the concern and determine a course of action.

Asbestos Workers (and to other employees documented as having been exposed to asbestos) wishing to obtain annual chest screening should inform their primary care physician (PC)) of their exposure. The PCP should then prescribe a "preventative" evaluation. Should the employee incur any expenses, all receipts should be submitted to the district for reimbursement.

### ARTICLE 6 REDUCTION IN WORK FORCE/SENIORITY

### **REDUCTION IN FORCE**

<u>Section 1.</u> If it becomes necessary to reduce staff, the employee with the least length of service with the district will be declared unassigned unless the needs of the district prove otherwise.

Length of district service shall be determined by the actual beginning date of regular employment (no substitute or temporary employment).

Senior unassigned employees may exercise their seniority rights by taking a job on an equal or lower level on the salary schedule, for which they are qualified.

If two or more employees have equal and the least length of service with the district **based** on recommendation from the affected department, the assistant superintendent of human resources shall determine the unassigned employee placement according to the needs of the district.

Attrition and terminations shall be considered prior to any staff reduction.

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

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

### **SENIORITY**

### Section 2.

- The district shall establish and distribute a new and updated seniority list for all employees employed in the unit at the beginning of each new school semester and no later than the first full week of the new semester. An employee's seniority date shall be the employee's hire date as a regular employee (no substitute or temporary employment) with the Hazelwood School District.
- 2. Except as otherwise provided herein, seniority shall be measured from the date of the employee's hire date with the School District, provided that there has been no break in seniority under #3 of this article.
- 3. An employee shall lose their seniority upon their retirement, resignation (unless due to medical reasons and the employee has returned to work within one (1) year of resignation) or discharge.

### ARTICLE 7 RECRUITING/POSTING OF VACANCIES/HIRING

It is the responsibility of the superintendent/designee, with the assistance of the administrative staff, to determine the personnel needs of the school district, and to locate suitable candidates. The superintendent will make recommendations for employment of employees for the Board's approval.

The district's hiring procedures comply with all federal and state hiring practices. The Hazelwood School District is an equal opportunity employer, and as required by the Immigration Reform and Control Act hires only American citizens and aliens who are authorized to work in the United States. All candidates will be considered on the basis of qualifications, training, experience and ability to fulfill the requirements of the position. Efforts will be made to recruit the best qualified candidate for the position.

Recruitment procedures will not overlook the talents and potential of individuals already employed by the school district. Any current qualified employee meeting the stated requirements may apply for any position in the district. All custodians must have one (1) year experience within the district before being considered for a lead position.

New or vacant positions, including all day positions, will be posted for at least ten (10) working days in the district's buildings and publicized externally by other means as determined appropriate by the superintendent or designee. However, if the superintendent or designee determines that it would be detrimental to wait ten (10) working days or that a longer period is necessary, the position will be advertised for as many days as is appropriate. Further, if the same or similar position was recently advertised, the superintendent or designee may utilize applications previously received without re-advertising the position. A position is not considered vacant if the Board, superintendent or designee assigns an existing employee to the position.

The district shall cease to post positions in the district's buildings for ten (10) days effective June 30, 2011, at such time all postings will be available on the district website only.

To ensure that employees are able to access the district website, the district will provide basic computer training (on a voluntary basis) to any interested employee by June 30, 2010.

### **EMPLOYMENT PROCEDURE**

The assistant superintendent for human resources is assigned by the superintendent the responsibility for the recruitment of all personnel and the management of the required record keeping to perform the personnel function.

- 1. When vacancies or new positions become available the immediate supervisor shall notify the human resources office.
- 2. A position description, the date the vacancy will be available, and any other pertinent information, including qualifications and special skills shall be supplied to the human resources office.
- 3. The human resources office will send notices of the vacancy, including classifications, qualifications and requirement to all schools and buildings in the school district to be posted on the bulletin boards until June 30, 2011 and on the district's website.
- 4. Should the position not be filled by transfer, the human resources office shall arrange interviews for the supervisor from the applications maintained in the human resources office files.
- 5. The recommendation for employment must be approved through supervisory channels. The classification and salary must be approved by the assistant superintendent for human resources and/or the superintendent.
- 6. After a selection has been made, the human resources office should be requested by the appropriate administrator to contact the applicant to offer the position.
- 7. Final recommendations for employment to the Board of Education, including salary and classification, shall be the responsibility of the superintendent.
- 8. Administration has the authority to employ individuals temporarily until approved by the Board, and they shall be paid by the district for the hours worked.

In recruiting, the human resources office may use but not be limited to the following:

- 1. Newspaper advertising
- 2. Employment agencies
- 3. Employees
- 4. Other employers
- Personal contacts
- 6. Business colleges
- 7. Universities and colleges

Recruitment of personnel is the responsibility of the assistant superintendent for human resources. Appropriate funds shall be included in the budget for recruitment expenses.

### **APPLICATION PROCEDURE**

The objective of the application procedure is to assure the efficient facilitation of the selection process. Procedures and forms shall be kept to the minimum essential to secure adequate and necessary information.

All applications shall be made to the human resources office, in accordance with procedures established by the superintendent.

- 1. The human resources office shall keep on file applications for all support staff personnel.
- Applications shall be removed from the active files one year from date of application unless candidate requests application remain active.

### SCREENING, INTERVIEWING AND SELECTION

The examination and/or screening of applicants by the human resources office shall be designed to establish a file of eligible applicants for a support staff position.

- 1. When a vacancy occurs or a new position is created, the appropriate supervisor will notify the human resources office.
- 2. The selection of the applicant to fill the position will be made by the supervisor from those interviewed.
- 3. If a supervisor believes that none of the applicants available meets the needs of the position, he or she shall request the assistant superintendent for human resources to supply additional applicants until such time as a suitable applicant is selected.
- No supervisor may classify, hire or set a starting salary without prior approval of the assistant superintendent for human resources and/or the superintendent.
- 5. Each applicant selected for employment must be submitted to the superintendent or his or her designee for approval before the recommendation of employment is made to the Board of Education.

### **COMPETENCY IN AREA OF EMPLOYMENT**

The immediate supervisor shall determine the qualifications of applicants according to the requirements of the position to be filled and make recommendations to the superintendent.

### APPOINTMENT PROCEDURE

The Board is vested with the authority to appoint all support staff personnel upon the recommendation of the superintendent.

- 1. Prior to each official Board meeting, the human resources office shall prepare a list of all recommended persons indicating salary, assignment and tentative starting date of employment, for the superintendent.
- 2. The superintendent has the responsibility to make recommendations to the Board for all support staff appointments.
- If a new employee is assigned prior to Board approval, the employee must be advised by the immediate supervisor that the employment is subject to Board approval and should be advised when approval is given.

### ARTICLE 8 ASSIGNMENTS AND TRANSFERS

### **ASSIGNMENTS**

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

Relocation of personnel may become necessary. Examples which may cause relocation: meeting load conditions, building or program requirements, or other needs of the district.

All decisions concerning assignments may be subject to grievance.

### **VOLUNTARY LATERAL TRANSFERS**

An employee must have an acceptable performance record (meets or exceeds all standards) in order to request a transfer.

- 1. When vacancies or new positions become available, the immediate supervisor shall notify the human resources office.
- 2. A position description, the date of vacancy will be available and any other pertinent information including qualifications and special skills shall be supplied to the human resources office.
- 3. The Human Resources office will post notices of the vacancy including classification, qualifications and requirements on the Hazelwood School District's online electronic application database.
- 4. The Supervisor shall select the most senior applicant for the position available. The assistant superintendent for human resources and/or the superintendent shall approve the classification and salary. The supervisor making the selection shall advise all applicants as to his or her decision within a reasonable length of time.
- 5. Notices posted on the bulletin boards regarding any vacancy should remain ten (10) working days.
- 6. The filing of a request for transfer shall be without prejudice to the employee and shall not jeopardize his or her present assignment. The request may be withdrawn at any time prior to the official confirmation that the transfer has been approved.
- 7. Voluntary transfers shall be made effective at the time and date that is in the best interest of the district.
- 8. All lead positions are subject to the interview process.

### **RECLASSIFICATION**

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

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

### ARTICLE 9 LEAVES OF ABSENCE

### **LEAVES OF ABSENCE**

<u>Section 1.</u> The Board believes that the provision of leaves for employees helps to attract and retain persons who will maintain their physical health and have a feeling of security. The Board believes this can best be accomplished in the following ways:

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

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

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

### **EMPLOYEE TERMINATION AT THE END OF BENEFIT PERIOD**

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

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

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

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

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

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

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

### **COMPENSABLE LEAVE - EMPLOYEES**

<u>Section 2.</u> On the first day of each fiscal year employees shall be credited with 12 days of compensable leave. Newly hired employees will have compensable leave prorated for that portion of the year worked. Compensable leave shall not be used for the purpose of vacation or other reasons not herein provided. Whenever leave is taken, the employee shall accurately provide the district with the reason for his or her absence on the appropriate form and automated time keeping system.

Compensable leave shall be used for sick leave, bereavement leave and religious observance. Personal leave shall be in addition to compensable leave.

Only 12-month employees who are scheduled to work 40 hours per week may earn compensable leave.

All employees shall be allowed to accumulate up to a maximum of 180 days compensable leave. Employees working eight hours per day shall be allowed compensable leave at the rate of eight hours (1 day) per calendar month.

- 1. If in the opinion of the immediate supervisor, an employee is unable to perform assigned duties satisfactorily because of illness, surgery or injury, the supervisor has the authority to require written approval from a physician authorizing continuation on the job, or to require the employee to remain off duty until the condition clears. If an employee appears to be physically unable to fulfill assigned duties, the immediate supervisor may require the employee to submit a written statement from a physician regarding the employee's physical condition to perform the assigned duties.
- 2. The Board of Education reserves the right to implement procedures designed to protect the health and welfare of students and staff.
- 3. Sick leave may be granted in the event of illness in the immediate family of the employee or the family of the wife or husband of the employee, covering the following: spouse, children, parents, brothers, sisters, grandchildren, grandparents, or a person financially dependent upon the employee. Financially dependent does not mean an employee of the school district employee.
- 4. A maximum of 12 days may be accumulated annually for compensable leave purposes. An employee may accumulate compensable leave to a maximum of 180 days.

### Sick Leave Buy Back

Employees wishing to participate in the Sick Leave Buy Back program shall notify Human Resources of their intent to retire effective March 1<sup>st</sup> of each year and must have a minimum of fifty (50) unused days accumulated and may sell back up to seventy-five (75) days at the rate of eighty-five dollars (\$85.00) per day.

### PERSONAL LEAVE

- 1. Each employee shall be granted two (2) accumulating personal days per year. Employees reporting no later than the first day of the first semester shall be credited with two (2) accumulating days. Personnel reporting no later than the first day of the second semester shall be credited with one (1) day of accumulating leave.
- A day of personal leave may be used at the discretion of the employee, giving first consideration to the welfare of the pupils and the schools.
- 3. Personal leave will be granted in 1-hour increments. The employee shall give at least 24 hours notification to the director of the department of intent to use personal leave unless emergency conditions prevent such notification. In that event, a telephone call is expected as soon as possible.
- 4. Personal leave may not be taken the day classes are to be dismissed or reconvened. Personal leave and/or vacation leave may be taken before or after a holiday at the discretion of the director.
- 5. If any employee Is absent for purposes other than in accordance with this policy, the employee shall be subject to disciplinary action, which may include a deduction in pay, notation in the employee's personnel file, or other appropriate measures.
- 6. Unused personal days may be carried over into the next year as accumulated compensable leave.

### **BEREAVEMENT LEAVE**

Up to five (5) days may be used for each bereavement of an immediate family member as defined within this article. Up to two (2) days may be used for persons of immediate concern. Bereavement leave days shall be charged to compensable leave. Additional days of available compensable leave, if needed, may be requested from the Assistant Superintendent for Human Resources. Immediate family is defined as parents, spouse/significant other, siblings, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, aunts, uncles, nieces, nephews, and legal guardians.

### **RELIGIOUS OBSERVANCE**

Employees may use up to three (3) days of compensable leave for religious observance obligations that cannot be fulfilled before or after the normal work day or on a Saturday or Sunday. The religious observance days shall be charged to compensable leave. Additional days of available compensable leave, if needed, may be requested from the Asst. Superintendent for Human Resources.

### **DOCUMENTATION**

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

Documentation of an employee's absence may be required by the supervisor if there is suspected misuse of compensable leave by the employee including excessive absence, continued absence or other unapproved absences. Documentation of an employee's absence may also be required for approved uses of compensable leave.

### SICK LEAVE BANK - EMPLOYEES

### Section 3.

### **DEFINITION**

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

#### **MEMBERSHIP**

Membership in the bank shall be obtained by authorizing the donation of two days of accumulated sick leave to the bank.

### **ADMINISTRATION**

A sick leave bank board will be organized to develop guidelines for the purpose of maintaining a procedure to donate and withdraw sick days. The rules and regulations concerning the use of days will be submitted to the Board of Education for approval. The sick leave bank board will be comprised of three employees from the representative group. The members will serve two-year terms with employees being selected by the representative group. Two district administrators shall serve in an advisory capacity and shall not have voting rights.

### WITHDRAWAL OF DAYS

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

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

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

### **ADDITIONAL DONATIONS**

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

### **FAMILY MEDICAL LEAVE**

<u>Section 4.</u> All employees are eligible for leave for the birth, adoption and first-year care of the employee's child upon proper application for a period not to exceed one (1) year. For employees who are eligible for leave under the Family and Medical Leave Act (FMLA), the district's leave will be applied concurrently to the FMLA leave. It is the position of the district that this policy is not intended to expand the 12-workweek applicability of the FMLA.

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

### **NOTIFICATION OF LEAVE**

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

### **RETURN TO DUTY**

### Employees must:

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

An employee who has been approved for a leave of absence may return to his/her same position upon returning from the leave or to another position for which the employee is qualified.

Failure of employees to notify the superintendent of the desire to return to duty removes obligation of the district to re-employ.

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

### LEAVE NOT CHARGED TO COMPENSABLE LEAVE

### Section 5.

### **UNPAID EMERGENCY LEAVE**

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

### **UNION LEAVE**

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

### CIVIC LEAVE

### Section 6.

### JURY DUTY

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

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

### **EMPLOYEE UNDER SUBPOENA AS WITNESS**

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

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

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

### **MILITARY LEAVE**

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

## ARTICLE 10 TERMS OF EMPLOYMENT/COMPENSATION PLANS

#### TERMS OF EMPLOYMENT AND COMPENSATION PLANS

## Section 1.

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

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

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

- The length and hours of the work day
- 2. Vacation policy (if it applies)
- 3. Sick leave policy
- 4. Insurance program
- 5. Rate of pay and pay days
- 6. Job description and classification, if appropriate
- 7. State Retirement Plan information
- 8. Holidays
- 9. Probationary status, if applicable
- 10. Applicable board policies and work rules.

#### **Incentive**

Employees will receive \$125.00 per quarter for perfect attendance and will receive the first payout on the first check following the time period in which it was earned with the last payout coming on the last paycheck of the school year. Perfect attendance is defined as no absences, compensable or non-compensable, other than vacation.

Local No. 1 Custodial & Maintenance - Salary Schedule ~ 2024-25

Step	1	2	3	4	5	6	7	8	9	10	11	12	13
1	15.64	16.61	17.02	18.57	18.92	20.88	20.99	22.96	23.93	23.06	25.01	26.00	26.98
2	16.11	17.10	17.53	19.13	19.73	21.44	21.55	23.57	24.57	23.67	25.69	26.69	27.70
3	16.59	17.62	18.06	19.71	20.30	22.01	22.13	24.20	25.23	24.31	26.38	27.42	28.45
4	17.09	18.15	18.60	20.30	20.88	22.59	22.72	24.84	25.90	24.97	27.09	28.15	29.21
5	17.60	18.69	19.16	20.91	21.48	23.19	23.33	25.51	26.61	25.72	27.82	28.90	30.00
6	18.13	19.25	19.73	21.53	22.10	23.82	23.95	26.18	27.32	26.48	28.56	29.68	30.81
7	18.67	19.83	20.32	22.18	22.73	24.46	24.60	26.89	28.04	27.26	29.32	30.47	31.63
8	19.23	20.42	20.93	22.84	23.38	25.10	25.26	27.63	28.80	28.06	30.11	31.29	32.47
9	19.81	21.04	21.56	23.53	24.06	25.78	25.93	28.36	29.56	28.93	30.92	32.14	33.34
10	20.40	21.67	22.21	24.24	24.74	26.48	26.63	29.12	30.36	29.77	31.73	32.99	34.23
11	20.86	22.16	22.71	24.78	25.47	27.18	27.34	29.89	31.18	31.19	33.21	34.20	35.19
12	21.33	22.65	23.22	25.34	26.18	27.92	28.06	30.69	32.02	31.82	33.87	34.89	35.89
13	21.81	23.16	23.74	25.91	26.94	28.96	29.28	31.30	32.86	32.46	34.55	35.59	36.62
14	22.30	23.68	24.28	26.49	27.48	29.53	29.86	31.93	33.52	33.11	35.24	36.30	37.34
15	22.81	24.22	24.82	27.09	28.02	30.13	30.46	32.56	34.19	33.76	35.94	37.02	38.09
16	23.32	24.76	25.38	27.70	28.59	30.72	31.06	33.22	34.87	34.43	36.66	37.76	38.85
17	23.84	25.32	25.95	28.32	29.16	31.34	31.68	33.88	35.57	35.12	37.39	38.52	39.62
18	24.38	25.89	26.54	28.96	29.74	31.97	32.31	34.56	36.29				

LEVEL 1
Custodian
I FVFI 2

Elem./Middle School Lead Custodian

High School Lead Custodian (Days)

High School Lead Custodian (Nights)

LEVEL 5

General Maintenance Tool Clerk Warehouse Worker

LEVEL 6 **Utility Worker** 

LEVEL 7 **Building Maintenance** Painter - Apprentice Pest Control Technician LEVEL 8

Pest Control Technician Lead

Pest Control Technician Lead (4 or more)

LEVEL 10

AV Technician **Boiler Technician** Carpenter Electrician Glazier HVAC Technician Master Locksmith Mechanic Plumber Roofer/Tile Setter Welder (Millwright)

Asbestos Abatement Specialist

Painter\*

\*requires 5 years direct full-time experience and pass district performance test

LEVEL 11

AV Technician Lead Boiler Technician Lead Carpenter Lead Electrician Lead General Maintenance Lead Glazier Lead **HVAC Technician Lead** Master Locksmith Lead Mechanic Lead Plumber Lead Roofer/Tile Setter Lead Welder (Millwright) Lead Painter Lead\*

LEVEL 12\*\*

AV Technician Lead (4 or more) Boiler Technician Lead (4 or more) Carpenter Lead (4 or more) Electrician Lead (4 or more) General Maintenance Lead (4 or more) Glazier Lead (4 or more) HVAC Technician Lead (4 or more) Master Locksmith Lead (4 or more) Plumber Lead (4 or more) Roofer/Tile Setter Lead (4 or more Welder (Millwright) Lead (4 or more) Painter Lead (4 or more)

**LEVEL 13\*\*** 

Fleet Maintenance Manager All Leads (11 or more)

\*\*Level 12 and 13 numbers (4 or more, 11 or more) are inclusive of the Lead.

The salary schedule reflects a 1% increase to the base from 2023/24. Step 17 is added for Levels 10-13 and reflects a 2% increase from Step 16.

All employees will move one step (row) on the salary schedule for the 2024/25 school year.

Longevity - Employees who received longevity in 2020/21 per the 2020/21 Articles of Agreement will continue to receive the longevity as an addition to their base salary for the 2024/25 school year.

Local No. 1 Custodial & Maintenance - Salary Schedule ~ 2025-26

Step	1	2	3	4	5	6	7	8	9	10	11	12	13
1	15.79	16.77	17.19	18.76	19.10	21.09	21.20	23.19	24.16	23.29	25.26	26.26	27.25
2	16.27	17.28	17.71	19.32	19.93	21.65	21.77	23.81	24.82	23.91	25.95	26.96	27.98
3	16.76	17.79	18.24	19.90	20.50	22.23	22.35	24.44	25.49	24.55	26.65	27.69	28.73
4	17.26	18.33	18.79	20.50	21.09	22.81	22.95	25.09	26.16	25.22	27.36	28.43	29.51
5	17.78	18.88	19.35	21.11	21.69	23.42	23.56	25.77	26.87	25.98	28.10	29.19	30.30
6	18.31	19.44	19.93	21.75	22.32	24.06	24.19	26.44	27.59	26.74	28.85	29.98	31.12
7	18.86	20.03	20.53	22.40	22.96	24.70	24.84	27.16	28.32	27.53	29.61	30.77	31.94
8	19.43	20.63	21.14	23.07	23.62	25.35	25.51	27.90	29.09	28.34	30.41	31.60	32.79
9	20.01	21.25	21.78	23.77	24.30	26.03	26.18	28.65	29.86	29.21	31.22	32.46	33.67
10	20.61	21.88	22.43	24.48	24.99	26.74	26.89	29.41	30.67	30.06	32.05	33.32	34.58
11	21.07	22.38	22.94	25.03	25.72	27.45	27.61	30.19	31.49	31.50	33.55	34.54	35.54
12	21.55	22.88	23.45	25.59	26.44	28.19	28.34	31.00	32.34	32.14	34.21	35.24	36.25
13	22.03	23.40	23.98	26.17	27.21	29.25	29.57	31.61	33.19	32.78	34.90	35.94	36.98
14	22.53	23.92	24.52	26.76	27.75	29.83	30.16	32.24	33.86	33.44	35.60	36.66	37.71
15	23.03	24.46	25.07	27.36	28.30	30.43	30.76	32.89	34.53	34.09	36.30	37.39	38.47
16	23.55	25.01	25.63	27.97	28.87	31.03	31.37	33.56	35.22	34.77	37.02	38.14	39.24
17	24.08	25.57	26.21	28.60	29.45	31.65	32.00	34.22	35.93	35.47	37.76	38.90	40.02
18	24.62	26.15	26.80	29.25	30.04	32.29	32.64	34.91	36.65				

LEVEL 1 Custodian

LEVEL 2

Elem./Middle School Lead Custodian

LEVEL 3

High School Lead Custodian (Days)

LEVEL 4

High School Lead Custodian (Nights)

LEVEL 5

General Maintenance Tool Clerk Warehouse Worker

**LEVEL 6**Utility Worker

LEVEL 7

Building Maintenance Painter - Apprentice Pest Control Technician LEVEL 8

Pest Control Technician Lead

LEVEL 9

Pest Control Technician Lead (4 or more)

LEVEL 10 AV Technician

Boiler Technician
Carpenter
Electrician
Glazier
HVAC Technician
Master Locksmith
Mechanic
Plumber
Roofer/Tile Setter

Welder (Millwright)
Asbestos Abatement Specialist

Painter\*

\*requires 5 years direct full-time experience and pass district performance test

LEVEL 11

Painter Lead\*

AV Technician Lead Boiler Technician Lead Carpenter Lead Electrician Lead General Maintenance Lead Glazier Lead HVAC Technician Lead Master Locksmith Lead Mechanic Lead Plumber Lead Roofer/Tile Setter Lead Welder (Millwright) Lead LEVEL 12\*\*

AV Technician Lead (4 or more)
Boiler Technician Lead (4 or more)
Carpenter Lead (4 or more)
Electrician Lead (4 or more)
General Maintenance Lead (4 or more)
Glazier Lead (4 or more)
HVAC Technician Lead (4 or more)
Master Locksmith Lead (4 or more)
Plumber Lead (4 or more)
Roofer/Tile Setter Lead (4 or more
Welder (Millwright) Lead (4 or more)

**LEVEL 13\*\*** 

Fleet Maintenance Manager All Leads (11 or more)

Painter Lead (4 or more)

\*\*Level 12 and 13 numbers (4 or more, 11 or more) are inclusive of the Lead.

The salary schedule reflects a 1% increase to the base from 2024/25.

All employees will move one step (row) on the salary schedule for the 2025/26 school year.

Longevity – Employees who received longevity in 2020/21 per the 2020/21 Articles of Agreement will continue to receive the longevity as an addition to their base salary for the 2025/26 school year.

Local No. 1 Custodial & Maintenance - Salary Schedule ~ 2026-27

Step	1	2	3	4	5	6	7	8	9	10	11	12	13
1	15.95	16.94	17.36	18.95	19.30	21.30	21.41	23.42	24.41	23.53	25.51	26.52	27.52
2	16.43	17.45	17.88	19.52	20.13	21.87	21.99	24.05	25.07	24.15	26.21	27.23	28.26
3	16.92	17.97	18.42	20.10	20.71	22.45	22.57	24.69	25.74	24.80	26.91	27.97	29.02
4	17.43	18.51	18.97	20.70	21.30	23.04	23.18	25.34	26.43	25.47	27.63	28.71	29.80
5	17.95	19.07	19.54	21.33	21.91	23.66	23.80	26.02	27.14	26.24	28.38	29.49	30.60
6	18.49	19.64	20.13	21.97	22.54	24.30	24.43	26.71	27.87	27.01	29.14	30.28	31.43
7	19.05	20.23	20.73	22.62	23.19	24.95	25.09	27.43	28.61	27.80	29.91	31.08	32.26
8	19.62	20.83	21.35	23.30	23.85	25.60	25.76	28.18	29.38	28.63	30.71	31.92	33.12
9	20.21	21.46	22.00	24.00	24.55	26.29	26.45	28.93	30.16	29.51	31.54	32.78	34.01
10	20.81	22.10	22.66	24.72	25.24	27.01	27.16	29.70	30.97	30.36	32.37	33.65	34.92
11	21.28	22.60	23.17	25.28	25.98	27.73	27.89	30.49	31.81	31.82	33.88	34.89	35.90
12	21.76	23.11	23.69	25.85	26.71	28.48	28.63	31.31	32.67	32.46	34.55	35.60	36.62
13	22.25	23.63	24.22	26.43	27.48	29.54	29.87	31.93	33.52	33.11	35.25	36.30	37.35
14	22.75	24.16	24.76	27.02	28.03	30.13	30.46	32.57	34.20	33.77	35.95	37.03	38.09
15	23.26	24.70	25.32	27.63	28.58	30.73	31.07	33.22	34.88	34.43	36.66	37.77	38.85
16	23.79	25.26	25.89	28.25	29.16	31.34	31.69	33.89	35.57	35.12	37.39	38.52	39.63
17	24.32	25.83	26.47	28.89	29.75	31.97	32.32	34.56	36.29	35.83	38.14	39.29	40.42
18	24.87	26.41	27.07	29.54	30.34	32.61	32.96	35.26	37.02				

Elem./Middle School Lead Custodian

High School Lead Custodian (Days)

High School Lead Custodian (Nights)

LEVEL 5

General Maintenance Tool Clerk Warehouse Worker

LEVEL 6 **Utility Worker** 

LEVEL 7

**Building Maintenance** Painter - Apprentice Pest Control Technician LEVEL 8

Pest Control Technician Lead

Pest Control Technician Lead (4 or more)

LEVEL 10

AV Technician **Boiler Technician** Carpenter Electrician Glazier HVAC Technician Master Locksmith Mechanic Plumber Roofer/Tile Setter Welder (Millwright)

Asbestos Abatement Specialist

Painter\*

\*requires 5 years direct full-time experience and pass district performance test

LEVEL 11

AV Technician Lead Boiler Technician Lead Carpenter Lead Electrician Lead General Maintenance Lead Glazier Lead **HVAC Technician Lead** Master Locksmith Lead Mechanic Lead Plumber Lead Roofer/Tile Setter Lead Welder (Millwright) Lead Painter Lead\*

LEVEL 12\*\*

AV Technician Lead (4 or more) Boiler Technician Lead (4 or more) Carpenter Lead (4 or more) Electrician Lead (4 or more) General Maintenance Lead (4 or more) Glazier Lead (4 or more) HVAC Technician Lead (4 or more) Master Locksmith Lead (4 or more) Plumber Lead (4 or more) Roofer/Tile Setter Lead (4 or more Welder (Millwright) Lead (4 or more) Painter Lead (4 or more)

**LEVEL 13\*\*** 

Fleet Maintenance Manager All Leads (11 or more)

\*\*Level 12 and 13 numbers (4 or more, 11 or more) are inclusive of the Lead.

The salary schedule reflects a 1% increase to the base from 2025/26.

All employees will move one step (row) on the salary schedule for the 2026/27 school year.

Longevity - Employees who received longevity in 2020/21 per the 2020/21 Articles of Agreement will continue to receive the longevity as an addition to their base salary for the 2026/27 school year.

#### SUPPLEMENTARY PAY PLANS

## Section 2.

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

- 1. For purposes of this article, hours worked means all hours during which the individual is required to be on duty -- generally from the required starting time to normal quitting time.
  - A. Meal periods do not count as hours worked unless the individual is required to perform work duties during the meal period. Each employee shall have a duty-free lunch period of not less than thirty (30) minutes.
  - B. Break periods of twenty (20) minutes or longer do not count as work time.
  - C. Employees may be required to alter lunch and break periods depending on other needs.
- 2. Individuals who begin work earlier or work later than their assigned hours must receive prior authorization from their immediate supervisor.
- 3. The following provisions apply to non-certificate, non-supervisory staff who work more than forty (40) hours during any work week:
  - A. He or she will be paid one and one-half times his or her normal hourly rate of pay for each hour of overtime.
- 4. Individuals covered by this policy are required to complete a daily time record showing actual hours worked. Failure to maintain or falsification of such records may be grounds for disciplinary action.
- 5. Employees assigned to more than one (1) building in a normal day shall be allowed reasonable travel time between locations. This travel time shall be in addition to the duty-free lunch period.
- 6. No employee shall be required to use his/her vehicle to perform personal business for the district and/or administrators.
- 7. Any employee who works during the summer will receive his/her current hourly wage rate of pay providing he/she is doing his/her normal duties.

- 8. Employees will be guaranteed four (4) hours of pay when called in to work for emergencies after clocking out for the day.
- 9. Employees appointed by the director to a temporary lead position and fulfilling all the duties and responsibilities of the lead position shall receive the lead pay differential. The director shall appoint a temporary lead for absences that exceed ten (10) consecutive work days. Compensable leave, personal days and vacation days used during the temporary lead appointment shall be paid at the employee's regular rate of pay, not the lead pay. As long as the employee is appointed to the temporary lead position, he/she shall receive the lead pay. An absence due to compensable leave, personal days or vacation shall not interrupt the assignment or the lead pay.
- 10. Employees who are temporarily appointed by the director to a temporary skilled position and fulfilling all the duties and responsibilities of the skilled position shall receive the skilled pay differential when the appointment exceeds ten (10) consecutive work days. Compensable leave, personal days and vacation days used during the temporary appointment shall be paid at the employee's regular rate of pay, not the skilled pay. An absence due to compensable leave, personal days or vacation shall not interrupt the assignment or the skilled pay. This provision shall not apply when an employee is appointed for the purpose of evaluating performance related to an application for a skilled position.
- 11. Overtime Pilot Program This is a pilot program for the 2023-24 year only and will be reviewed during negotiations for the next agreement.
  - a. Custodial All custodial employees are subject to mandatory overtime on a rotating basis, at the discretion of the supervisor, provided that the employee is notified at least two (2) hours prior to the conclusion of their shift. The initial overtime list will be based on seniority by site. Custodians not assigned to a site (floaters) will be considered as a separate site for the purpose of this item.

Once an employee completes overtime assignments totaling 2 hours or more, the employee will rotate to the bottom of the list for that site (provided that the employee completes the full assignment). If an employee is not notified that overtime is necessary at least two (2) hours prior to the conclusion of their shift, then the employee may decline the overtime. However, if the overtime is accepted, then the employee will rotate to the bottom of the overtime list.

b. Maintenance – All maintenance employees who wish to be contacted for overtime must sign up at the maintenance office no later than June 30, 2022 of each year. Overtime shall first be offered to workers from the trade that normally performs the type of work required. If no one from that trade accepts the overtime and the supervisor determines that the overtime may be completed by a worker from another trade, then the overtime will be offered on a rotating basis to the employees who signed up for the overtime list.

The initial list will be based on seniority. Once an employee completes overtime assignments totaling 2 hours or more, the employee will rotate to the bottom of the list (provided that the employee completes the full assignment).

If an employee signs up for the overtime list, but then declines an offer of overtime on three (3) occasions, the employee will be removed from the overtime list and will be eligible for future overtime solely at the discretion of the supervisor.

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

## ARTICLE 11 VACATIONS AND HOLIDAYS

# VACATIONS Section 1.

Two weeks' vacation with pay shall be granted to all full-time maintenance, warehouse, utility, mechanics and custodians with one full year of service or more. Vacation for employees with less than a full year of service will be prorated. Vacation will be earned on a fiscal year basis from July 1 through June 30. Vacation earned is to be used the following fiscal year.

A third week of vacation with pay shall be granted to all full-time maintenance, warehouse, utility, mechanics and custodians after the fifth year of continuous service. A fourth week of vacation shall be granted to all full-time maintenance, mechanics, custodians, and utility person after the tenth year of continuous service.

- 1. With the approval of the appropriate director, custodians, mechanics, and utility person and maintenance employees may request and schedule earned vacation.
- 2. Vacations will be scheduled giving consideration to the following factors:
  - A. Needs of the district
  - B. Seniority of the employees
  - C. Availability of the date requested
  - D. Vacations consisting of full days only.
  - E. Vacation requests must be submitted at least fortyeight (48) hours prior to the shift start time for the date(s) requested with the exception of emergencies. However, even with forty-eight (48) hours', factors A-D are taken into consideration first.
- 3. Employees will be permitted to take a single day vacation leave before or after a holiday, as long as school is not in session and with two (2) weeks advance approval of the director.
- 4. Employees will earn vacation time during one fiscal year with time earned to be used the following fiscal year. Unused vacation as of June 30 will be forfeited.
- 5. If an employee's 5<sup>th</sup> year or 10<sup>th</sup> year anniversary date falls by December 31<sup>st</sup> of that school year, then the employee shall be awarded their earned vacation for that year on July 1<sup>st</sup>.

- 6. Employees will be permitted to take vacation days during spring break with two (2) weeks advance approval of the director.
- 7. Settlement of vacation days at termination/retirement will be paid in a lump sum at their final rate of pay.

#### **HOLIDAYS**

### Section 2.

The following paid holidays will be granted to mechanics, maintenance, warehouse, utility, and custodial personnel when they occur during the work week. When any of the days named fall on the Saturday or Sunday, the day observed by the state, nation, or by proclamation shall be recognized as the holiday. The holidays to be granted are as follows:

New Year's Day
An additional Day at New Year's
Martin Luther King Jr.'s Birthday
Presidents' Day
Good Friday
Easter Monday
Memorial Day

Juneteenth
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Plus additional days during the Thanksgiving and winter break to equal the number of days the teachers receive.

Holidays will be given annual consideration and the maintenance, mechanics, utility, custodians and warehouse workers will not be granted holidays for any of the above if the district is in session.

Some holidays must receive special attention annually, depending on their occurrence and decisions must be made as to whether the day previous to, or the day after, would be granted as a holiday.

Any employee who is absent the day preceding and/or following a paid holiday shall be paid for the holiday, if the absence is pre-approved by the employee's supervisor. If the absence is not pre-approved by the employee's supervisor, then the employee shall not be paid for the holiday.

## ARTICLE 12 HEALTH AND WELFARE

#### **FRINGE BENEFITS**

<u>Section 1.</u> Benefits in addition to basic salary are recognized by the Board as an integral part of the total compensation plan for employees. The benefits extended to regular full-time employees will be designed to promote the economic security of the employees.

The Board of Education shall provide fringe benefits to all full time employees by offering participation in a group insurance plan. Any plan of group health insurance shall include a provision allowing persons who retire, or who have retired to become members of the plan if they are eligible to receive benefits under the non-teacher retirement system, by paying premiums at the same rate as other members of the group, pursuant to the limitations set forth in §169.590 RSMO.

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

#### RETIREMENT

<u>Section 2.</u> All employees who work at least twenty hours per week shall be covered by the state Public Education Employee Retirement System (PEERS). Persons engaged by the district as independent contractors, including consultants, are not by virtue of such engagement considered employees of the district for purposes of membership or contribution to the PEERS.

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

Conditions under which participation may occur are outlined as follows:

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

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

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

## ARTICLE 13 TRAINING OPPORTUNITIES

#### TRAINING OPPORTUNITIES

<u>Section 1.</u> All Employees are integral parts of the district's total staff. Training and development opportunities for those employees are essential to the efficient and economical operation of the schools.

Therefore, all employees shall be encouraged to grow in job skills and to take additional training that will improve skills on the job. In-service training for support staff personnel may be furnished from time to time at the partial or total expense of the district. On-the-job training shall be given as needed and recommended by the supervisors.

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

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

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

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

The continuing education registration form for any training costing \$1000 or more shall state this requirement.

#### **TUITION REIMBURSEMENT**

<u>Section 2.</u> The Board of Education recognizes that study at an accredited college, university or vocational program may enable an employee to provide better educational opportunities.

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

The district shall set aside the sum of \$10,000 per fall semester, \$10,000 per spring semester and \$10,000 per summer semester, to be used for the purpose of tuition reimbursement for all support staff, including but not limited to; Local 1, clerical staff, instructional assistants, food service employees, bus drivers and nurses. Any sum not expended in one semester shall be carried over to the following semester within the same fiscal year. This sum shall be divided by the total number of approved credit hours. The quotient shall be the amount of money available per credit hour for reimbursement, within the following limitations:

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

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

No payment shall be made to employees who were on a full semester or annual leave when taking classes or are no longer with the district at the time of reimbursement.

#### **GUIDELINES FOR TUITION REIMBURSEMENT**

- 1. Application shall be made to the assistant superintendent of Human Resources and receive approval prior to enrollment in order for an employee to receive reimbursement.
- Reimbursement will be made when official transcripts of credit or an original report card have been received in the Human Resources office from all employees requesting tuition reimbursement for any particular term.
- 3. These guidelines shall be reviewed and revised annually, if needed, by the superintendent/designee prior to the beginning of the school year.
- 4. Employees requesting tuition reimbursement will be required to sign an agreement to repay the district for the cost of tuition reimbursement if the employee resigns within one (1) year after receiving the reimbursement. The agreement will be signed when submitting the reimbursement request.
- 5. Employees must have earned a grade of "C" or better or "pass" in a pass/fail course in order to be eligible for reimbursement.
- 6. Courses offered through the St. Louis Area Electricians Joint Apprenticeship & Training Committee shall be eligible for reimbursement.

## ARTICLE 14 POLICIES

#### **EMPLOYEE ETHICS**

**Section 1.** The Board of Education expects that each employee shall put forth every effort to promote a quality instructional program in the school district. The Board has stated its policies in the online district policy *Board of Education Policies of the Hazelwood School District.* All employees are expected to be familiar and be in compliance with the contents of these policies that pertain to their job classification. Appropriate policies and work rules shall be made available to new employees upon hire. Local 1 representatives shall be provided notification of proposed policy changes affecting employees covered by this agreement. Employees shall be provided notification of policy changes and work rule changes.

The Board's various policies relating to conflict of interest will be made known to all employees. It shall be unethical for any employee to attempt to influence a Board member outside of an official Board meeting in regards to any decision which has been delegated by the Board to the Superintendent/designee. Employees may communicate directly with the Board during the Board's regularly scheduled meetings and/or through the Superintendent.

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

#### DRUG-FREE WORKPLACE

<u>Section 2.</u> The following are situations in which employees may be required to undergo testing for drug or alcohol use:

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

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

## Supervisor -- principal, assistant director, director

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

## **Superintendent or Designee**

May include the superintendent or an appropriate administrator he/she designates (usually a director or assistant superintendent) If the superintendent or designee agrees that reasonable suspicion tests have been met, he or she may require the employee to undergo testing for drug or alcohol use.

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

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

#### PROCESS CHRONOLOGY

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

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

#### RANDOM TESTING FOR DRIVERS OF DISTRICT VEHICLES

Alcohol and drug testing shall be conducted on a random basis at unannounced times throughout the year in accordance with federal regulations. Tests for alcohol shall be conducted just before, during or just after the performance of safety-sensitive functions. Drivers shall be selected by a scientifically valid random process, and each driver shall have an equal chance of being tested each time selections are made.

#### **DEFINITIONS**

For the purposes of this article, the following terms are defined:

*Driver* -- any person who operates a commercial motor vehicle. This includes full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operated contractors, as well as other employees assigned to the transportation department: the director, assistant director, supervisors/instructors, mechanics and utility persons.

Safety-Sensitive Function -- includes such responsibilities as time on duty waiting to be dispatched, driving time, assisting or supervising loading or unloading, repairing, obtaining assistance or remaining in attendance upon a disabled vehicle. All time spent providing drug and alcohol samples, including travel time to and from the collection or testing site as needed to comply with random, reasonable suspicion, post-accident or follow-up testing will also be considered as safety-sensitive functions.

Alcohol -- intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

*Drug* -- any controlled substance listed under section 102(6) of the Controlled Substance Act (21 U.S.C. 802(6)) as specified by the administrator of the federal department of transportation.

Medical Review Officer -- a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who meets the qualifications as listed in 49 C.F.R. 40.3.

Substance Abuse Professional -- a licensed physician or certified psychologist, social worker, employee assistance professional or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

#### **EMPLOYEE INVOLVEMENT IN DECISION MAKING**

## Section 3.

#### **COMMUNICATIONS WITH EMPLOYEES**

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

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

## **EMPLOYEE PARTICIPATION IN COMMUNITY ACTIVITIES**

<u>Section 4.</u> The Board urges employees to participate constructively in activities of the school district community. In their relationships with community groups, a conscientious effort should be made by all employees to make school life a part of community life, and to bring the community closer to the schools. Employees should endeavor to know the community's influence on and opportunities for students, as well as for themselves.

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

#### **EMPLOYEES PARTICIPATION IN POLITICAL ACTIVITIES**

<u>Section 5.</u> The Board of Education recognizes that employees of the district have the same fundamental civic responsibilities as other citizens; among these are campaigning for elective public office and holding an elective or appointed public office.

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

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

## **EMPLOYEE/STUDENT RELATIONS**

<u>Section 6.</u> The relationship between all employees and students in the school district should be one of cooperation, understanding and mutual respect. All employees have the responsibility to provide an atmosphere conducive to learning, which should be accomplished through effective individual and group discipline. All students and employees will treat each other with respect.

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

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

#### GIFTS TO AND SOLICITATIONS BY EMPLOYEES

<u>Section 7.</u> No employee may solicit or accept, either directly or indirectly, any gift, donation, emolument, gratuity, or favor with any substantial economic value, or which might reasonably be interpreted by normal community standards as being of such nature that it could affect his or her impartiality or judgment.

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

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

### **USE OF BULLETIN BOARDS**

Section 8. Groups or individuals other than administrative personnel and organizations approved to represent staff employees wishing to display materials on bulletin board must have the approval of the administrator of that building or the department head. Such approval will be indicated by the administrator or department head initialing the materials to be displayed.

SIGNED FOR:

HAZELWOOD SCHOOL DISTRICT **BOARD OF EDUCATION** 

SIGNED FOR:

LOCAL UNION NO. 1, OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO