

**PAYETTE SCHOOL DISTRICT**

**NEGOTIABLE MATTERS**

**May 8, 2013**

## LEAVES

### ARTICLE A

1     **SICK LEAVE** At the beginning of each school year each  
2 professional employee shall be credited with one (1) day of sick leave  
3 allowance per contracted month. Sick leave may accumulate to 200  
4 days. Sick leave is to be used for absences caused by personal illness  
5 or emotional upset by accident or illness or circumstances which  
6 render the professional employees incapable of carrying on their  
7 duties and shall include childbirth and illness of a member of the  
8 employee's immediate family. Part-time professional employees will  
9 be granted a percentage of sick leave allowance in proportion to the  
10 length of day worked.

11     **PERSONAL LEAVE** Professional employees will be allowed two  
12 personal leave days. Personal leave is intended to provide an  
13 opportunity for professional employees to attend to personal matters  
14 that arise during contracted employment days. Personal leave may be  
15 obtained by notifying the building principal 24 hours in advance of  
16 the leave day desired and will be contingent on the availability of an  
17 acceptable substitute. Personal leave during the first and last two  
18 weeks of school or in case of an emergency must be approved by the  
19 district superintendent. Personal leave may be accumulated to a  
20 maximum of 7 days and district will pay substitute pay (\$60 per day)  
21 for each unused day over and above the accumulated total of 7 days.

22     **BEREAVEMENT LEAVE** Immediate family bereavement leave of  
23 three (3) days will be granted, upon oral request, by the building  
24 principal. There will be no loss of pay for this leave and it is not  
25 cumulative or deductible from sick leave. If, under unusual  
26 circumstances, more than three days are needed for this absence, the  
27 employee may request additional time through the superintendent. If  
28 additional days are granted, the cost of the substitute will be  
29 deducted from the employee's salary.

ARTICLE A (Continued)

30 PROFESSIONAL LEAVE Professional leave with pay, may be  
31 granted to each professional employee upon written request to the  
32 district superintendent.

33 JURY DUTY Employees of the School District will be excused  
34 for jury duty and receive full pay while on such duty.

35 EXTENDED LEAVE WITHOUT PAY Certificated employees  
36 requesting a leave of absence without pay for an extended period of  
37 time shall apply in writing to the superintendent. The Board of  
38 Trustees shall review the request and if the request is granted, shall  
39 allow the following:

- 40 1. Employees shall retain all contract status and sick leave  
41 benefits.
- 42 2. While on leave, the employee shall be allowed to participate in  
43 group insurance with the employee paying the premium.
- 44 3. Employees shall receive a written statement of re-employment  
45 outlining the terms of the leave of absence.
- 46 4. Upon approval of the Board, leaves can be extended beyond  
47 one year with a written request from the employee on leave  
48 prior to April 1 of the year the leave would have ended.

## GRIEVANCE PROCEDURE

### ARTICLE B

- 1 1. The Payette School District's policies and practices are designed to  
2 benefit both employees and the organization. Supervisors are  
3 responsible for applying and enforcing them fairly and consistently.  
4 Employees who believe that they have been treated unfairly or in a  
5 manner inconsistent with established policies may question or  
6 challenge a decision or action through the Payette School District's  
7 formal grievance system.
- 8 2. Employees who pursue a complaint through the grievance  
9 procedure system will not be discriminated against or suffer any  
10 reprisals for using the grievance procedure. No more than 30 days  
11 shall elapse between the occurrence and the submission of the  
12 grievance to the supervisor.
- 13 3. A "grievance" is an allegation by an employee that there has been  
14 a specific violation, misinterpretation, or unfair application of Payette  
15 School District's rules, policies, or procedures. Vague charges of  
16 "unfairness" that are not substantiated by facts will not be  
17 processed through the grievance procedure. Grievances and  
18 responses shall be in writing at all of the following levels.  
19 LEVEL ONE - Employees shall discuss the problem or concern  
20 with their supervisor(s).  
21 LEVEL TWO - If the conference with the supervisor does not settle  
22 the complaint, employees may pursue the matter with the  
23 Superintendent.  
24 LEVEL THREE - If dissatisfied with the Decision of the  
25 Superintendent, employees may appeal to the Payette School  
26 District Board of Trustees. In the event the Payette School District  
27 Board of Trustees' decision is not satisfactory, employees may  
28 may request a formal hearing, either open or closed, with the right  
29 to present evidence, call witnesses and cross examine adverse  
30 witnesses (association or legal counsel may be utilized at any level).
- 31 4. Unless agreed upon by both parties, no more than ten (10) working  
32 days shall elapse between the levels above. Failure to answer any step  
33 shall allow grievant to proceed to the next level.
- 34 5. Nothing contained herein shall prohibit the grievant from pursuing  
35 all remedies of law to which grievant is entitled.

## SICK LEAVE BANK

### ARTICLE C

1     1.     Each certificated employee of the District shall participate in  
2     the sick leave bank. To participate, each employee shall contribute a  
3     prescribed number of his/her earned sick leave days as determined by  
4     the Sick Leave Bank Committee. Deposits to the Sick Leave Bank  
5     may be made from Sept. 1 to October 15 of each year. Sick Leave  
6     days thus contributed shall be deducted from the individual's sick  
7     leave entitlement.

8     2.     The contributed sick leave days shall form a fund of sick leave  
9     days that will be available to all eligible participating staff upon  
10    recommendations of the Sick Leave Bank Committee for the purpose  
11    of alleviating the hardship caused by absence from work necessitated  
12    by extended or recurring illness beyond the employee's accumulated  
13    sick leave.

14    3.     The total number of sick leave days that may be contributed in  
15    any school calendar year will equal no more than 180 days. The total  
16    number of days in the sick leave bank may not exceed 360 days.

17    4.     Application for use of the bank shall be submitted to the sick  
18    leave bank committee for their recommendation. The committee shall  
19    review the request and determine the eligibility of the employee. If  
20    the committee deems necessary, it shall require proof of illness at the  
21    time of application and from time to time after a grant has been made.  
22    Employees are encouraged to submit as much documentation as  
23    possible at the time of application.

24    5.     The committee shall have the authority to establish such  
25    guidelines as it deems necessary to implement this program.  
26    Guidelines shall have the approval of the Executive Committee of the  
27    Association and the Board of Trustees. After complete review of the  
28    application, the committee shall have the authority to make final  
29    decisions within the guidelines as to the disposition of the case.  
30    All applications will be kept in a central file in the District Office for  
31    committee review as necessary in order to prevent abuse by any  
32    person.

ARTICLE C (continued)

28 6. In order for a professional employee to be eligible to apply for  
29 sick leave benefits from the sick leave bank the employee must first  
30 have been absent from work due to illness or accident for: (1) all the  
31 employee's accumulated sick leave days and one (1) day where the  
32 employee's salary was reduced in full.

33 7. The maximum number of days that can be granted in any one  
34 fiscal year will be the remaining number of days an employee is  
35 scheduled to work under his/her current contract. In no case will the  
36 granting of leave cause an employee to receive more than his/her  
37 annual salary for that year.

38 8. The number of sick leave days granted shall not exceed the  
39 number of days absent from work due to illness or accident.

40 9. Bank grants to individual employees will not be carried over  
41 from one fiscal year to another; all such grants will end at the  
42 termination of the school year. If a certificated employee does not  
43 use all of the days granted by the Bank, the unused sick leave days  
44 will be returned to the bank. **A CERTIFICATED EMPLOYEE WILL**  
45 **BE ELIGIBLE FOR A MAXIMUM OF 180 DAYS SICK LEAVE IN**  
46 **ANY ONE (1) YEAR OF EMPLOYMENT.**

47 10. The Sick Leave Bank Committee shall consist of two (2)  
48 members appointed by the Association and one (1) member appointed  
49 by the Board. The Committee shall develop and distribute rules and  
50 procedures for the orderly administration of the bank not inconsistent  
51 with the terms of this agreement. The committee shall be responsible  
52 for reporting district's accounting office the names of contributors and  
53 the number of days contributed. It shall report all days granted by the  
54 bank and all other information necessary for the employee's records.

## INSURANCE

### ARTICLE D

- 1 The Payette School District agrees to pay the employees share of medical insurance for Blue Cross PPO Plan not to exceed \$407.05 defined health benefit per month for premiums to include a prescription card \$15/\$30/\$45.
- 2 Payette School District agrees to offer a lower cost and subsequent less benefit health insurance plan. A Blue Cross PPO/HSA plan will be offered. Deductible will be \$3000. Payette School District will contribute the differential of the premium and \$407.05 defined health benefit to a qualified Health Savings Account (HSA) through American Fidelity.
- 3 Payette School District agrees to pay for the administration of Cobra Insurance.
- 4 Payette School District agrees to pay monthly premiums to provide a \$40,000 term life insurance policy provided through Standard Insurance Company.
- 5 The Payette School District agrees to pay the employee share of dental and vision insurance provided by Blue Cross. Dental coverage now includes a \$50 deductible.
- 6 The Payette School District agrees to provide Premium Only Cafeteria Plan to include Health, Dental and Vision Insurance. Companies eligible under the premium only are Blue Cross, American Fidelity and American Family Life (to exclude disability insurance).
- 7 All insurance paid by the district pertains to employees that are considered full-time.

## SALARY

### ARTICLE E

- 1 1. Professional employees shall be paid in twelve (12) equal  
2 installments and shall be paid on or before the 25th of each month.  
3 Advance payments of salary must be arranged through and approved  
4 by the Superintendent.
- 5 2. Deductions from monthly pay checks will be made upon  
6 employee request and signature upon deduction request forms.
- 7 3. The basic salaries for employees covered by this agreement are  
8 set forth in Article F which is attached to and incorporated into this  
9 agreement.
- 10 4. All employees covered by this agreement, including those in  
11 federal and other special programs, will be placed on the salary  
12 schedule at the training and experience level for which they qualify.
- 13 5. The extra-curricular salary schedule is made a part of this  
14 agreement as Article F.
- 15 6. Proof of additional hours of training or additional education  
16 must be on file in the district office by Sep. 10, for horizontal  
17 movement on the schedule. Official transcripts showing credits  
18 earned or claimed must be submitted as soon as possible. Teachers  
19 are expected to notify the Superintendent of professional growth  
20 plans for the coming year by April 15.
- 21 7. The Board agrees to pay to employees covered by this  
22 agreement \$50.00 for each semester credit hour of post  
23 graduate training or the actual cost, whichever is less, completed by  
24 the employee June 1, 2013 through May 31, 2014 for the purpose of  
assisting the employees to cover the cost of such training.
8. Individuals with extended contracts will be expected to work  
solely on their area of responsibility outside the regular school day.  
Expectation is that by accepting an extended contract, the individual  
agrees to spend the equivalent hours on additionally assigned duties  
outside his/her regular responsibilities.



## GENERAL PROVISIONS

### ARTICLE G

1 SAVINGS CLAUSE Should any article(s) or section(s) of this  
2 agreement be found to be in conflict with either existing Idaho Law  
3 or any Law enacted after the ratification of this agreement, said  
4 article(s) or section(s) shall be deemed invalid and renegotiation shall  
5 begin immediately to bring said article(s) or section(s) into agreement  
6 with the law. Such article(s) or section(s) of the agreement which do  
7 not conflict with such laws shall be valid and binding upon both  
8 parties to the agreement for the life of the agreement.

9 AGREEMENT MODIFICATION No change, rescission, alteration,  
10 or modification of this agreement shall be valid unless the same is  
11 ratified by both the Board and the Association and endorsed in  
12 writing hereon. This agreement shall be governed and construed  
13 according to the Constitution and the Laws of the State of Idaho.

14 DURATION The provision of this agreement shall become effective  
15 as of May 8, 2013 and if negotiations are not settled by June 30,  
16 2014 the contract will automatically continue until replaced by a  
17 new agreement.

18 CERTIFICATION OF ACCEPTANCE The signatures to this  
19 instrument indicate the ratification by the membership of the Payette  
20 Education Association and the Board of Trustees for Payette School  
21 District No. 371J.