Retail and Education Collective Bargaining Agreements - U.S. Department of Labor

7-1-1985

Phoenix Union High School District and Classified Employees Association (1985)

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CLASSIFIED
HANDBOOK
1985-1986
INTRODUCTION

This handbook is designed as a resource book for employees in which an employee can find answers to the more routine questions that may come up in day-to-day operations.

This handbook is also designed to provide every employee with a copy of the current employment conditions and policies approved by the Governing Board after employee and administrative representatives met and conferred on them.

Obviously, no handbook can contain the answers to all questions. It is hoped that this handbook contains enough to be of help.

Your Supervisor, the Principal, the campus administrative staff, the Superintendent and other members of the central office staff are available to you and are quite willing to provide assistance.

The staff in the Personnel Office is, of course, always willing to assist you in whatever way possible.
It is understood that the attainment of District goals and objectives requires mutual understanding and cooperation among the Governing Board, the administration, and all other employees. Accordingly, the Board, on the recommendation of the Superintendent, will designate certain administrative personnel to meet with employee representatives of the various classified personnel groups, chosen by the membership in those groups, and confer on matters to be included in the Classified Personnel Handbook. These matters shall pertain to salary and wage schedules, fringe benefits, and appropriate conditions.
# TABLE OF CONTENTS

## INTRODUCTION ...................................................... ii

## PREAMBLE .......................................................... iii

## SECTION

### 1. EMPLOYEE RIGHTS ............................................ 1
   - A. Recognition ............................................ 1
   - B. Right to Organize ..................................... 1
   - C. Citizenship Rights ................................... 1
   - D. Use of Facilities by Representative Groups .......... 1
   - E. Discussion with Personnel by Group Representatives . . 1
   - F. Classified Employees' Association (CEA) ............... 2
   - G. Meet and Confer Process ............................... 2
   - H. Distribution of Information ........................... 4
   - I. Employee Assistance ................................... 4
   - J. Personnel Files ........................................ 4
   - K. Review of Handbook ................................... 5
   - L. Distribution of Handbook ............................. 5

### 2. AFFIRMATIVE ACTION POLICY ................................. 6

### 3. CONTRACTS OF EMPLOYMENT ................................... 6

### 4. PROBATIONARY PERIOD ........................................ 7

### 5. SENIORITY .................................................. 7

### 6. HOURS OF WORK.............................................. 8
   - A. Support Services Personnel ........................... 8
   - B. Maintenance and Operations Personnel ................. 8
   - C. Food Services Personnel ............................... 9
   - D. Security Personnel ................................... 9
   - E. Meal Period and Breaks ................................ 10
   - F. Unexcused Absence from Duty ............................ 10
   - G. Absence During Normal Workday ......................... 10
   - H. Four-Day Workweek During Summer ....................... 11

### 7. WORK YEAR .................................................. 12

### 8. EVALUATION AND PERFORMANCE REVIEW ......................... 13

### 9. HOLIDAYS .................................................... 14

### 10. VACATIONS ................................................ 16
11. FRINGE BENEFITS .............................................. 18
   A. Eligibility .............................................. 18
   B. Health and Major Medical Insurance ................... 18
   C. Payment for Unused Sick Leave Upon Resignation,
      Retirement, or Death In-Service ..................... 19
   D. Life Insurance .......................................... 19
   E. Long-Term Disability Insurance ....................... 19
   F. Early Retirement Part-Time Employment Program .... 19

12. LEAVES OF ABSENCE ............................................ 22
   A. Sick Leave .............................................. 22
   B. Leaves of Absence Without Pay ....................... 24
   C. Bereavement Leave ..................................... 29
   D. Personal Business Leave ................................ 29
   E. Temporary Leaves of Absence ......................... 30
   F. Military Leave ......................................... 31
   G. Jury Duty of Official Subpoena Leave ............... 31
   H. Natural Disaster ..................................... 31
   I. Minimum Leave of Absence Charged .................. 31

13. RETIREMENT .................................................. 32

14. TAX SHELTERED ANNUITY ........................................ 32

15. REDUCTION-IN-FORCE PROCEDURE ............................. 33

16. REPLACEMENT OF HAND TOOLS.................................... 42
   A. Maintenance and Operations .......................... 42

17. GRIEVANCE PROCEDURE ........................................ 42

18. APPEAL PROCEDURE .......................................... 47
   A. What is Eligible for Appeal ......................... 47
   B. Other Avenues of Appeal ............................. 47
   C. Informal Conference Required ....................... 47
   D. Guidelines for Formal Appeal Procedure .......... 47
   E. Steps in Formal Appeal Procedure .................. 47
   F. Reprisals Prohibited .................................. 48

19. DISCIPLINARY ACTION/WORK PERFORMANCE DEFICIENCIES ........ 49
   A. Disciplinary Action .................................... 49
   B. Work Performance Deficiencies ....................... 49
   C. Dismissal of Probationary and Temporary Employees . . .  50

20. TRANSFER AND ASSIGNMENT ...................................... 51
   A. Maintenance and Operations Personnel ............... 51
   B. Food Services Personnel ............................. 52
   C. Involuntary Transfer .................................. 52

21. FILLING VACANCIES IN PERMANENT POSITIONS ................. 53
42. PROMOTION TO HIGHER CLASSIFICATION ....................... 76

43. TRANSFER TO ACTING STATUS IN A HIGHER CLASSIFICATION ... 78
   A. Permanent Employees Transferred to Acting Status ........... 78
   B. Pay for Acting Status .................................... 78
   C. Appointment/Selection to Acting Status ..................... 78
   D. Return to Permanent Assignment ............................ 79

44. PERMANENT TRANSFER TO LOWER CLASSIFICATION ............... 80
   A. Voluntary Transfer to Lower Classification ................... 80
   B. Involuntary Transfer to Lower Classification ............... 80
   C. Demotion to Lower Classification ........................... 80

45. TEMPORARY TRANSFER TO LOWER CLASSIFICATION ............... 80

46. RECLASSIFICATION REVIEW ...................................... 81

47. WAGE ADJUSTMENT ............................................ 82

48. PLACEMENT ON THE SALARY SCHEDULE ........................... 82

49. SUPPORT SERVICES PERSONNEL SALARY SCHEDULE ............... 84

50. MAINTENANCE AND OPERATIONS PERSONNEL SALARY SCHEDULE ... 94

51. TRAINEE SALARY SCHEDULE .................................... 96

APPENDICES

A. STUDENT HELP AND SUBSTITUTE AND TEMPORARY PERSONNEL ....... 97
B. INDUSTRIAL COMMISSION INSURANCE ............................ 99
C. SCHOOL YEAR CALENDAR ....................................... 100
D. TRAVEL REGULATIONS ......................................... 101
E. PAYROLL SCHEDULES ........................................... 107
F. DIRECT DEPOSIT ............................................. 110
G. NAME CHANGE ................................................ 115
H. MAINTENANCE OF FORM W-4 ................................... 118
I. EMPLOYEE CONDUCT/DISCIPLINE HANDBOOK ....................... 121
SECTION I
EMPLOYEE RIGHTS

A. RECOGNITION

The Phoenix Union High School District hereby acknowledges that the CEA is the bargaining representative for all classified employees.

B. RIGHT TO ORGANIZE

The Board agrees that every employee of the District shall have the right freely to organize, join and support any organization for the purpose of engaging in concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under law of the State of Arizona, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Statutes and Constitutions of Arizona and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in any representative group, his/her participation in any activities of the group, his/her participation in any grievance, complaint or proceedings with respect to any terms or conditions of employment. Nothing contained herein shall be construed to deny or restrict any employee rights that s/he may have under the Arizona Revised Statutes or other applicable laws and regulations.

C. CITIZENSHIP RIGHTS

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee.

D. USE OF FACILITIES BY REPRESENTATIVE GROUPS

Any recognized representative group and its representatives shall have the right to use district facilities at all reasonable hours for meetings, scheduling such use with the Principal, or his/her designee, at the school, provided that this shall not interfere with or interrupt normal school operations. Direct expenses incident to the meeting, other than those normally a part of the school operation, shall be borne by the group.

E. DISCUSSION WITH PERSONNEL BY GROUP REPRESENTATIVES

Any representative group recognized by the Board and its representatives shall be permitted to discuss matters pertaining to group business with District personnel on campus at all reasonable times, provided that this shall not interfere with or interrupt normal
operations. Direct expenses of any meeting resulting from such dis­
cussions, other than those normally a part of school operation, 
shall be borne by the group.

F. CLASSIFIED EMPLOYEES' ASSOCIATION (CEA)

All classified employees shall have the opportunity to join the 
Classified Employees' Association.

The employee groups listed below are currently recognized by the 
Governing Board:

<table>
<thead>
<tr>
<th>SUPPORT SERVICES</th>
<th>MAINTENANCE AND OPERATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aides</td>
<td>Crafts</td>
</tr>
<tr>
<td>Auxiliary</td>
<td>Custodians/Groundskeepers</td>
</tr>
<tr>
<td>Foods</td>
<td>Engineers</td>
</tr>
<tr>
<td>Office</td>
<td></td>
</tr>
</tbody>
</table>

For each support services job title, the representative group will 
be identified on the salary schedule in the Classified Handbook.

G. MEET AND CONFER PROCESS

A CEA meet and confer team will be elected/appointed from the 
membership of support services and M&O. An administrative team 
appointed by the Superintendent, will meet and confer with these 
representatives on economic and non-economic matters.

1. Meeting Times and Places

   The spokespersons for each meet-and-confer team will meet by 
   March 1 to exchange proposals. Additional proposals and coun­
ter proposals may be presented during the meet-and-confer 
   process.

   The first meet-and-confer session will be held by March 15 with 
   all succeeding sessions to be conducted at times and places 
   mutually agreeable to each party.

   A good faith effort will be made to complete all sessions by 
   May 1 of each year.

2. Meet-and-Confer Team

   Each party will select its own representatives and designate a 
   spokesperson who will carry the necessary authority to make 
   proposals, counter proposals, concessions, and to reach tenta­
tive agreement on items being discussed subject to approval of 
   all such agreements by the respective constituents.
3. Good Faith

The parties agree that they will make a good faith effort to resolve matters to their mutual satisfaction and agreement.

4. Access to Information

The administration agrees to make a good faith effort to furnish the representative group available information upon request.

5. Sessions

Meet-and-confer sessions will be open to the public, unless otherwise mutually agreed upon in advance. The only people empowered to speak are the authorized meet-and-confer representatives. The public may speak, if desired, after adjournment of the regular meeting.

6. Caucuses

Either party may request a caucus at any time. Caucuses of either party shall be conducted apart from the other party and in private.

7. Agendas

The last item of business at each meet-and-confer session shall be the setting by mutual agreement of the time, site and agenda of the subsequent meet-and-confer session or sessions. Once an agenda has been approved by both teams, any additions must have mutual consent.

8. Tentative Agreements

Tentative agreements reached as a result of discussions will be reduced to writing and will have conditional approval of both parties, indicated by the initialing and dating of said agreements by the spokespersons.

9. Ratification

When tentative agreement has been reached by the parties on all meet-and-confer issues, each party will recommend approval to its constituents. The final agreement will be signed and dated by authorized designees of the representative group and the Governing Board.

Mutual understanding and acceptance of the handbook provisions will be agreed upon prior to implementation.

On the day of the meet-and-confer session with the administrative team, all members of the classified team will be allowed up to two hours of caucus time prior to convening with the administrative team.
H. DISTRIBUTION OF INFORMATION

The recognized representative groups shall have the right to place appropriately identified notices, circulars and other materials on designated school bulletin boards and in the employees' mail boxes. At least one bulletin board on each campus shall be reserved exclusively for group material. The group representative on campus (or his/her designee) will assume responsibility for posting and distribution of the material for the group. An information copy of the distributed material shall be sent to the Principal/Administrator/Supervisor (or his/her designee) at the time of posting or distribution. Material endorsing or opposing a candidate for public office may not be so distributed or posted. The District courier service may be used for the distribution of the above material.

I. EMPLOYEE ASSISTANCE

In the case of an assault upon an employee, or a complaint or suit by third parties as a result of action taken by the employee while performing his/her duties, the District shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

J. PERSONNEL FILES

The personnel file of each employee shall be maintained in the District's Personnel Office. All materials placed in the employee's file originating within the District, shall be available to the employee at his/her request for inspecting and/or obtaining copies. The employee shall have the right to answer any of the materials filed.

All references and information originating outside the District will be available for inspection by the employee, if they had not previously waived their right to see such material.

All personnel files shall be kept confidential and shall be available for inspection only when actually necessary in the proper administration of the District's affairs or supervision of the employee. A log shall be maintained with each file to indicate names of those who have examined the file and dates it was examined.

Material originating within the District, which is derogatory to an employee's conduct, service, character or personality, shall not be placed in an employee's file, unless the employee has had an opportunity to read the material. The employee shall acknowledge that s/he has read such material by his/her signature. The signature does not necessarily indicate agreement with the content of the material. If s/he refuses to sign, the supervisor will so note in the presence of the Unit CEA representative, or employee's designee, sign and date the Personnel Office copy and forward it to the Personnel Office. No material originating within the District which is derogatory to an employee, shall be kept in any unit and/or...
department files, other than the Personnel Office. (Will not pertain to evaluation forms.)

K. REVIEW OF HANDBOOK

The contents of the Classified Handbook will be reviewed annually by the meet and confer team to recommend revisions, deletions, or additions.

Ad hoc committees may be formed to review problem areas and will make recommendations to the meet and confer team.

L. DISTRIBUTION OF HANDBOOK

The revised Classified Handbook will be distributed each year to each employee as soon as possible prior to the opening of school.

If the wage and salary schedules are not approved when the remainder of the Handbook is ready to be printed, these schedules will be sent out as an addendum as soon thereafter as possible.
SECTION 2

AFFIRMATIVE ACTION POLICY

A. Employees of the Phoenix Union High School District and applicants for employment within the District will be given equal opportunities regardless of race, creed, religion, sex, national origin, ethnic identity, age, marital status, or handicap.

B. It is the responsibility of each and every member of the administration of this District to ensure that meaningful equal employment opportunity exists and to develop a work force which reflects appropriate distribution of women and racial minorities at all levels of employment throughout the entire school district.

C. The Governing Board and administration pledge to improve the employment of women and racial minorities through the various programs of the District's Affirmative Action Program.

D. Any conduct which constitutes sexual harassment is prohibited.

The District will continue to cooperate with agencies of the federal and state governments in fulfilling its legal and moral obligation in the area of equal employment opportunity.

SECTION 3

CONTRACTS OF EMPLOYMENT

A. ACCEPTANCE OF CONTRACT

1. Employees shall indicate acceptance of contract for the ensuing year by signing and returning the contract or by an acceptance in writing which is delivered to the Personnel Office within thirty (30) days after the receipt of the contract. An employee who fails to return his/her contract within the thirty (30) days shall be deemed to have resigned.

2. Any apparent errors in the contract amount for continuing employees, in accord with salary schedule placement, must be brought to the attention of the Personnel Office prior to October 1 of any school year, or within ninety (90) days after issuance of the contract, if the contract is issued after September 1 of the school year. When there is less than ninety (90) days from the date of contract issuance to the end of the school year, such advisement to the Personnel Office must be made prior to June first of the school year in which the contract was issued. Should there be any contracts resulting in overpayment to any employee, an adjustment will be made in the contract at any time during the fiscal year to reflect the correct amount.
SECTION 4

PROBATIONARY PERIOD

A. Employees will be in a probationary status during the initial 90 workdays of employment. During this time, the probationary employee is subject to immediate release or discharge upon a written notice by the District at its sole discretion. The notice of immediate dismissal will come from the Division Manager, Director, Educational Unit Administrator, Principal or Assistant Principal under whose jurisdiction the employee falls.

1. Workday is defined as any day for which the probationary employee is paid.

B. As a minimum a written evaluation of the probationary employee's work will be made at the end of 45 workdays and no later than the 90th workday by the immediate supervisor (lead custodian for custodian and chief for crafts) of the probationary employee and reviewed with the probationary employee. This evaluation shall be subject to review by the next two (2) levels of supervisors.

Copies of the evaluation will be forwarded to the probationary employee, the Personnel Office for inclusion in the employee's personnel folder, and to those who performed the evaluation.

C. After the probationary period of 90 workdays has elapsed, no employee shall be disciplined or discharged without just cause.

1. A probationary employee who has not been advised prior to or on the 90th workday that s/he is not being retained will be deemed to have completed the probationary period as of the 91st workday and will be a permanent employee as of that day.

SECTION 5

SENIORITY

A. The principle of seniority shall be recognized and considered for job selection for all District employees who have completed their probationary period of employment.

B. Seniority shall be determined as defined in Section 15, Paragraph C.2.
SECTION 6

HOURS OF WORK

A. SUPPORT SERVICES PERSONNEL

1. A standard eight (8) hour workday, excluding meal period, will be observed.
   a. The standard workday for Instructional Aides TMH/EH will be 8 hours per day.
   b. The standard workday for other Instructional Aides will be 7-1/2 hours per day.
   c. A shift differential shall be established for evening and night shifts except for those employees whose range assignment reflects an evening and/or night adjustment. The differential shall be paid for work regularly performed on a shift that begins after 12:00 noon for assignments of not less than eight (8) consecutive hours, excluding the meal period.

B. MAINTENANCE AND OPERATIONS PERSONNEL

1. A standard eight (8) hour workday, excluding meal period, will be observed.
2. Craft Maintenance Personnel and Trainees shall begin their regularly scheduled workday and workweek at the same hours.
3. Only Engineering personnel who have been certified as having appropriate training and skills shall assume responsibility for the boiler room operation.
4. For Custodial and Groundskeeping personnel, the assignment and work period will include the starting periods as indicated:
   - Groundskeeper - Work begins between 5:00 a.m. and 10:30 a.m.
   - Day Shift - Work begins between 5:00 a.m. and 10:30 a.m.
   - Evening Shift - Work begins between 10:30 a.m. and 5:30 p.m.
   - Night Shift - Work begins between 5:30 p.m. and midnight.
   All positions are for assignments of not less than eight (8) consecutive hours, excluding the meal period.
a. Custodians working the evening or night shift may be assigned to a workday starting between 5:00 a.m. and 10:30 a.m. without loss of pay for a period of up to ten (10) consecutive workdays while school is in session. Should this reassignment of any employee cause conflict with regularly scheduled commitments of the employee, the reassignment will not occur.

b. Custodians working the evening and night shift normally will change to day shift from the Monday after the close of the school year until Monday of the week the teachers return for orientation meetings unless otherwise designated by the Campus Plant Manager.

c. A shift differential shall be established for the evening and night shifts.

5. For Maintenance and Operations personnel other than Custodians, a shift differential in addition to the employee's basic rate of pay shall be paid for work regularly performed on a work shift that starts between 11:00 a.m. and 6:00 p.m.

6. Any employees involved in supervision of any contracted service will have their workday adjusted to the hours of contracted service.

C. FOOD SERVICES PERSONNEL

1. Standard hours of work and workweek will be scheduled by the Food Services Division. The workday will not exceed eight (8) hours, excluding meal period.

2. Employees working twenty-four (24) hours or more per week are considered full-time employees. Employees working six (6) hours per day or more may observe no more than two (2) fifteen (15) minute breaks daily in addition to the meal period. Employees working four (4) hours, but less than six (6) hours daily may observe no more than one (1) fifteen (15) minute break daily in addition to the meal period, if a meal period is taken. Employees working less than fours (4) hours per day do not observe a break.

3. A shift differential, in addition to the employee's regular basic rate of pay, shall be paid for work regularly performed on a work shift that starts after 3:00 p.m.

D. SECURITY PERSONNEL

1. DAY SECURITY

a. Standard hours of work and workweek for Campus Security Personnel will be scheduled by the respective Chief of Security and Principal (or his/her designee). The standard workday will not exceed eight (8) hours.
2. NIGHT SECURITY

a. Standard hours of work and workweek for Night Security personnel will be scheduled by the Supervisor in charge of Safety and Security. Work schedules may be rotated. The standard workday will not exceed eight (8) hours.

(1) Hours of work and workweek may be altered, as necessary, to meet security needs. Whenever possible, the employee should be advised in advance of the change in schedule.

(2) Night Security Personnel will receive the same Holiday benefits as any other Classified Employees when their duties allow, or will receive equal time within two (2) workweeks following any Holiday or Recess period.

E. MEAL PERIOD AND BREAKS

All full-time employees may observe no more than two (2) fifteen (15) minute breaks daily, and are to observe a meal period of between thirty (30) and sixty (60) minutes, as approved. Exceptions must have prior approval of the immediate supervisor.

F. UNEXCUSED ABSENCE FROM DUTY

If an employee is not on duty or arrives late or leaves early on any workday(s) and his/her absence is not a result of any approved leave of absence with pay, including sick leave for which the employee is eligible, that employee shall not be paid for such time lost. Any deduction of pay is exclusive of payment of TSA in lieu of health insurance.

An employee on an unapproved absence for three (3) consecutive workdays will be deemed to have abandoned his/her position and will be terminated by the District. Written notice by certified mail of such action will be sent to the employee's last known address. The employee so notified will have the right to due process under the current established procedures.

G. ABSENCE DURING NORMAL WORKDAY

An absence of between two (2) hours and six (6) hours will be considered a half day. An absence of more than six (6) hours will be considered a full day. Absences of less than two (2) hours will be handled at the discretion of the supervisor with equivalent make-up time as one alternative.

Employees who find it necessary to leave work during their normal workday will do so only after approval of their supervisor. If an emergency occurs and if the supervisor is not available the request for approval must take place no later than the next scheduled workday.
H. FOUR-DAY WORKWEEK DURING SUMMER

A four-day workweek may be scheduled during the summer. The decision as to which campuses, units, or divisions, and which positions will be placed on this schedule will be determined by the Superintendent (or his designee) prior to April 1 of each year. The number of hours on duty per week will be the same for those on a four-day workweek as for those on a five-day workweek.

The computation of vacation days and leave days with pay, either accumulation or use, will be on a proportionate basis of 1.25 days for each day on duty during this four-day week period (or an equivalent of five days per week), the same as employees on a five-day workweek.
SECTION 7
WORK YEAR

A. Nine-month work year is from the day the employees return to duty through the last day of school. Starting and ending dates and number of days worked are determined by the school calendar for each year.

B. Nine and one-half month work year is two weeks longer than the nine-month work year. Normally, starting date is one week prior to starting date of nine-month work year and ending date is one week after ending date of nine-month work year. Starting and ending dates and number of days worked are determined by the school calendar for each year.

C. Ten-month work year is four weeks longer than nine-month work year. Normally, starting date is two weeks prior to starting date of nine-month work year and ending date is two weeks after ending date of nine-month work year. Starting and ending dates and number of days worked are determined by the school calendar for each year.

D. Twelve-month work year is from the first day of July of each year through the last day of June of each year.

E. Specific starting dates and ending dates, for less than twelve-month assignments, may be determined by the appropriate administrator as long as the number of work days is in accord with the school calendar.

1. When adjustments in starting and ending dates are made, the Personnel Office must be notified.
SECTION 8
EVALUATION AND PERFORMANCE REVIEW

A. A minimum of one (1) evaluation of the services and performance of each employee shall be made annually. This evaluation shall be subject to review by the next two (2) levels of supervision. Additional evaluations, if made, shall be by the employee's immediate supervisor (lead custodian for custodians and chief for crafts) and Principal (or his/her designee), or the head of the administrative division (or his/her designee) to which the employee is assigned. The evaluation shall be made in writing.

B. The employee shall be given an opportunity for an oral review of the evaluation and be allowed to attach any statement or item of information to the evaluation within ten days after the review.

C. Should an employee desire to appeal the evaluation, the normal organizational structure will be followed. The evaluation may not be appealed more than two (2) administrative levels above the supervisor who made the evaluation. The evaluation is not grievable, but employees may have representation at appeals.

D. Copies of the evaluation shall be provided to the employee, the appropriate administrator/supervisor, and Personnel Office for inclusion in the employee's permanent record.

E. The purpose of an evaluation shall be to:
   1. improve each employee's understanding of his/her job;
   2. encourage each employee's development for better job performance;
   3. aid administration in the selection process; and
   4. provide safeguards of objectivity and fairness in personnel assignment.

F. Whenever a District employee's job title changes to a job title not previously held in the District, he/she must receive two (2) evaluations:
   1. prior to or at the end of 90 days;
   2. prior to or at the end of 180 days, as to his/her services and performance in the new job title. The 180-day evaluation will satisfy the annual evaluation.
SECTION 9
HOLIDAYS

A. The annual school calendar as approved by the Governing Board shall identify the holidays and Board-declared recess days to be observed in the District.

1. Employees shall not be required to work on any holiday or Board-declared employee recess day as identified in the annual school calendar as approved by the Governing Board except that all 12-month employees shall be required to work the equivalent of one-half of the Board-declared Christmas and spring recess periods.

2. If an employee is on the District payroll (i.e., either at work or on an approved leave of absence with pay) either the last workday immediately preceding or the first workday immediately following a holiday or Board-declared employee recess period as identified in the Board-approved school calendar for the year, the employee's compensation will not be diminished because of the holiday or Board-declared recess period.

3. If an employee is not on the District payroll (i.e., on a leave of absence without pay either because the sick leave for which the employee is eligible has been exhausted or because the employee is on a Board-approved leave of absence without pay) on the last day prior to and the first workday immediately following a holiday or Board-declared employee recess period as identified in the Board-approved school calendar for the year, that employee shall receive no compensation for the holiday or the Board-declared employee recess period.

B. When New Year's Day, Independence Day, Veteran's Day, or Christmas fall on Saturday, the holiday will be granted on Friday. When any of these designated holidays fall on Sunday the holiday will be granted on Monday.

1. Those employees whose regular workweek is other than Monday through Friday will be granted either Saturday or Sunday off for these holidays when they fall on a weekend.

2. Those employees whose regular workweek does not include Monday will be granted the preceding Saturday or Sunday off if one of these four holidays falls on a Monday.

C. Should one (1) or more of these holidays occur during an employee's vacation, the employee shall be given an additional day's vacation with pay, in accord with the vacation provision.
D. With prior approval of the immediate supervisor, earned vacation or compensatory time may be taken before, during, or after recess periods.

E. The hours of employees working December 24 and 31 will be adjusted so that no employee will be working after 5:00 p.m., if approved by the immediate supervisor.

F. Use of personal business on the last scheduled workday before and/or the first scheduled workday after any holiday, Board-declared recess period or vacation will be granted only in emergency circumstances.
SECTION 10

VACATIONS

A. Permanent employees under contract on a twelve (12) month assignment who are eligible to receive benefits shall accrue paid vacation as follows:

<table>
<thead>
<tr>
<th>Service Credit</th>
<th>Days Earned Per</th>
<th>Days/Hours Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>One through three continuous years</td>
<td>0.77</td>
<td>10/80</td>
</tr>
<tr>
<td>Four through eight continuous years</td>
<td>1.15</td>
<td>15/120</td>
</tr>
<tr>
<td>Nine continuous years or more</td>
<td>1.77</td>
<td>23/184</td>
</tr>
</tbody>
</table>

The ten (10) days of vacation, or portion thereof, will be taken after each of the first three years of employment. The fifteen (15) days will be taken after completion of the fourth through the eighth year of employment, and the twenty-three (23) days after completion of the ninth year and thereafter. With approval, vacation may be taken as accrued.

B. Employees whose work year is less than twelve (12) months receive no paid vacation. Twelve-month employees initially beginning work prior to January 1 will receive a prorated vacation at the end of that fiscal year and will be given credit for one (1) year's service in computing his/her service time for his/her vacation. Employees initially beginning work after January 1 will receive a prorated vacation at the end of that fiscal year, but will not receive a year's service credit. The fiscal year is July 1 through June 30.

C. When the vacation period of an employee includes a paid holiday, an additional day's vacation will be granted with pay, in lieu of the holiday.

D. When an employee, whose work year is less than twelve (12) months, is changed to a twelve (12) month position, on a permanent basis, the first vacation amount will be prorated from the date of that employee's regular starting date of that school year through June 30, at the applicable accrual rate based upon number continuous of years of service credit as defined in Paragraph B. above, and as determined by seniority in accordance with Section 15, C.2.

Less than twelve month employees who have had the full Christmas and Spring recess periods off, and become twelve month employees during the same fiscal year, will have the days in excess of one-half of those periods counted as vacation days.

E. When an employee whose work year is less than twelve (12) months, is changed to a twelve (12) month position on an acting basis, vacation will be prorated from the date the employee assumed the acting assignment through June 30 of that year at the applicable accrual
rate, based upon number of continuous years of service credit as defined in Paragraph B above. If the employee does not remain in the acting assignment through June 30, no vacation will be earned.

F. An employee of less than one (1) year of service who terminates, voluntarily or involuntarily, is not eligible to receive accrued vacation at time of termination. An employee of more than one (1) year of service who terminates, voluntarily or involuntarily, will receive payment for accrued unused vacation at time of termination.

G. Permanent 12-month employees employed prior to July 1, 1974, will receive vacation in accord with applicable previous working conditions vacation provision(s).

H. For some 12-month positions which are funded from nonlocal fund budgets there is no guarantee of continuous nonlocal funding from one year to the next. For employees in these positions it is mandatory that the earned vacation be taken during the nonlocal funded grant's fiscal year.

I. Annual vacation may be scheduled throughout the year with primary consideration for the needs of the District with prior approval by the appropriate administrator/supervisor.

J. All vacation earned between July 1 and June 30 of each year must be used prior to June 30 of the following fiscal year.

K. Use of personal business on the last scheduled workday before and/or the first scheduled workday after any holiday, Board-declared recess period or vacation will be granted only in emergency situations.
SECTION 11
FRINGE BENEFITS

A. ELIGIBILITY
Permanent and probationary employees who are hired after July 1, 1984, and work 24 hours or more per week under contract are considered full-time employees and are eligible for fringe benefits. Those employees hired prior to July 1, 1984 and who work less than 24 hours per week will continue with the same fringe benefits previously granted throughout the year regardless of length of work year.

B. HEALTH AND MAJOR MEDICAL INSURANCE

1. All permanent and probationary employees are covered by health and medical insurance which becomes effective based upon eligibility date and the date of enrollment by employee. Premiums for the employee's coverage are paid by the District. When more than one (1) health insurance plan is offered, and the employee selects the plan of his/ her preference, the District pays an amount equal to the annual premium of the lowest cost plan.

2. Dependent coverage is available under the Payroll Deduction Plan, with the premiums for dependent coverage paid by the employee.

3. An employee who retires after ten (10) or more years of continuous service with the District shall be allowed to continue to participate in health insurance plans at the group rate until such time as the retiree is eligible for medicare. The retired employee will pay the premium.

4. Employees may select, in lieu of health/medical insurance benefits, a tax sheltered annuity with an agreement that the amount will remain in the annuity program for the duration of employment in the District.

The TSA amount shall be equal to nine monthly health insurance installments, as authorized above.

An employee choosing a tax sheltered annuity option and then having an emergency during the insurance year, due to spousal change (divorce, marriage, death), shall be allowed, upon approval of the insurance carrier, to reenter one of the District's health plans. The cost of this health insurance will be at the employee's expense through the payroll deduction process or a cash payment if during a non-payroll period.
C. PAYMENT FOR UNUSED SICK LEAVE UPON RESIGNATION, RETIREMENT, OR DEATH
IN-SERVICE

An employee with ten (10) or more years of continuous service at the
time of resignation or retirement from the District or death in ser­
vice (or his/her estate) shall receive a financial payment equiva­
 lent to 12-1/2% of up to 180 days for 9-month employees, up to 200
days for 10-month employees, or up to 240 days for 12-month
employees, of the accumulated unused sick leave, times the daily
rate of pay during the final year of employment.

Retirement shall mean either formal retirement at or after age 60,
entry into the early retirement program, or formal retirement be­
tween the ages of 50 and 60 with retirement credit in the state
retirement system for at least 20 years of membership service.

Sick leave shall be accumulative indefinitely for normal use.

D. LIFE INSURANCE

The Governing Board shall provide, at no cost to the employee, group
term life insurance up to the District cost of $75 per employee.

E. LONG-TERM DISABILITY INSURANCE

The Governing Board shall provide, at no cost to the employee, group
long-term disability insurance coverage which will pay two-thirds of
the contract salary after sick leave allowances have been used to a
maximum of 180 calendar days and after a minimum ninety (90) calen­
dar day waiting period following disability for either sickness or
accident to age 65. The conditions of coverage will be spelled out
in a booklet to be provided every employee at no cost to the
employee.

F. EARLY RETIREMENT PART-TIME EMPLOYMENT PROGRAM

1. After ten (10) consecutive years of full-time service in the
Phoenix Union High School District and achievement of age 55,
an employee who opts to take retirement prior to age 65 will be
eligible for participation in the Early Retirement Part-time
Employment Program until the end of the year during which s/he
reaches age 65.

2. Employees choosing to participate will serve as substitutes or
perform other appropriate duties for the agreed-upon period.
Employment under this program must be part-time (less than half
of the regular full-time assignment) so the employee may draw
state retirement pension.
3. The employee will sign an agreement to work for a ten-day period during any one-year period. The employee will be paid at the employee's last rate of pay not to exceed $65 per day. No employee may work more than ten days during any one-year period, calendar or fiscal, at that rate of pay. Any work performed beyond that time will be paid at the substitute rate of pay for the last position held.

4. Once an employee elects to participate in the program, s/he may not return to regular employment in the District.

5. The application to participate must be submitted to the Personnel Office prior to April 1 if retirement is planned as of the end of the school year, or at least three (3) months prior to planned retirement at any other time during the school year. The effective retirement date will be the beginning of the month following retirement.

The District will continue to pay the annual premium of the health and major medical plans offered and the entire cost of the life insurance plan. The premium for the health and major medical plans will be paid for at the same rate as is paid for all other employees. The premium will be paid by the District for a maximum of eight years after retirement or until age 65, whichever occurs first. The employee may continue with the health plan at the group rate after the District discontinues premium payments, to age 65. Dependent coverage under the plan will also continue to be available by similar advance monthly payment to the Payroll Department.

6. Employees choosing to participate in the early retirement program will be assured of annual renewal until they reach age 65 as long as they meet the conditions of the agreement of the previous year unless evidence is presented showing a physical or medical incapability for such performance.

Those entering the early retirement program after July 1, 1979, must work at least ten (10) days per year to be eligible to continue the following year.

7. The employee may drop participation at any time s/he so requests in writing to the Personnel Office, in which case s/he cannot return to the program.

8. This agreement is subject to the applicable laws and regulations of the State of Arizona, the lawful rules and regulations of the Arizona State Board of Education, and the rules and regulations of the Phoenix Union High School District.
9. Employees who are in active status in the previous early retirement part-time employment program as of June 30, 1979, will be eligible to continue in the program in effect during the 1978-79 school year through the end of the school year during which s/he reaches age 65 as long as s/he continues to meet the conditions of that program.
SECTION 12

LEAVES OF ABSENCE

A. SICK LEAVE

1. During each fiscal year, each permanent employee will earn one day of sick leave allowance for each twenty (20) contract days, or major fraction thereof, up to a maximum of thirteen (13) days of sick leave allowance per year. Except for probationary employees, at the beginning of each contract year a minimum of thirteen (13) days of sick leave will be available for use by each twelve (12) month regular employee, eleven (11) days for ten (10) month personnel, and ten (10) days for nine (9) month personnel. An employee must be on duty the first day of his/her work year, or be on an excused absence, to be eligible for this advance.

If an employee leaves the employ of the school district before the end of the school year during which this advance would have been earned, s/he will have the final paycheck reduced by the amount of pay received for sick leave days used but not yet earned. Sick leave is to be used for absences caused by illness or physical disability of the employee. If a disability period is known in advance (e.g., scheduled surgery, childbirth), the employee shall notify the Principal, Educational Unit Administrator, Director, or Division Manager (as appropriate), and the Personnel Office as soon as possible so that arrangements for a substitute may be made. This notice shall be submitted on the appropriate form, indicating the beginning and ending date of the disability period. The form must be signed by the employee's personal physician. If circumstances require a change in estimated disability period, a revised form shall be submitted, also signed by the employee's personal physician. The unused portion of such allowance shall accumulate from year to year without limitation. When an employee runs out of accumulated sick leave, s/he will be taken off the payroll.

a. Upon exhaustion of sick leave, the employee may request a leave of absence in accord with Paragraph B of this section. If a leave of absence is not requested, the employee should submit a letter of resignation.

2. The provision of crediting sick leave shall not be applicable to new employees during their probationary period. While in such status the employee will earn sick leave at the rate of one (1) day for each twenty (20) contract days, a major fraction thereof, and only the amount based on this accrual rate will be available.
3. In order to qualify for paid sick leave, as provided above, the employee's illness or disability must be such as to prevent him/her from working his/her regular classification of work. The employee may be required by the District to present a physician's statement as proof of such disabling illness. Additionally, the employee may be required to have a health examination by the District Medical Advisor. The employee shall be notified of this requirement in writing, including a statement citing just cause, and a copy of this notification shall be sent to the representative group. In the event it can be shown that the employee willfully violated or misused this sick leave policy or misrepresented any statement or condition under this policy, s/he may be subject to discipline.

4. This sick leave may be used for illness or disability of the employee. The employee may use half of the sick leave available to him/her up to a maximum of twenty days per school year for the serious illness or disability of his/her immediate family (husband/wife or children). The employee may, if more time is needed for an extended illness, appeal to the Personnel Office to use more of his/her available sick leave.

When the employee goes on a leave of absence in accord with Paragraph B of this section, for reason other than health leave, the position held by the employee at the time the leave commences will be filled on a temporary basis if recommended by the appropriate administrator and approved by the Personnel Office.

An employee shall be allowed a leave of absence not to exceed five (5) days during any one year to be charged to sick leave when such absence is due to serious illness of the employee's father, mother, brother, sister, brother-in-law, sister-in-law, father or mother of spouse, son-in-law, daughter-in-law, grandchild, foster parent, or dependent person (as defined in the Internal Revenue Code).

In addition to the above, travel time in connection with the absence due to serious illness in the employee's family, not to exceed five (5) school days in any one year, may be charged against sick leave. This applies only when the travel itself requires absence during regular work hours.

The employee may submit a request to the Personnel Office for additional days because of unusual circumstances.

5. Only the portion of a maternity leave which relates to the disability period for an employee may be charged to accrued sick leave. In the event that an employee does not have sufficient accrued sick leave to cover the disability period, s/he may request a leave of absence without pay to cover the remaining portion of the disability period.
If the employee wants additional time beyond the disability period to care for the child, s/he will submit a request for a leave of absence without pay, with the request being noted as family. This will be treated as a personal leave of absence without pay.

The employee has the option of requesting a health leave of absence without pay to include the period of disability if the employee wishes to save the sick leave.

B. LEAVES OF ABSENCE WITHOUT PAY

1. General

a. Any employee who must be absent without pay for any period must request a leave of absence without pay or submit a resignation. To do otherwise is a breach of contract. This also applies to employees who have exhausted their sick leave allowance. A health leave of absence without pay must be requested, to be effective as soon as the sick leave allowance is exhausted, or the employee must resign.

b. All requests for leaves of absence without pay shall be applied for in writing, using the appropriate form, and the request may not exceed one year. Only requests for leaves of absence without pay as permitted in this section will be considered.

c. No request for a leave of absence without pay will be processed unless it has the signed approval of the Principal, Educational Unit Administrator, Director, or Division Manager (as appropriate). If recommended, it will be submitted to the Superintendent by way of the Personnel Office.

d. If the leave of absence request is recommended by all parties concerned, the Superintendent will submit the request to the Governing Board for action with his recommendation.

e. A disapproval of a requested leave of absence without pay may be appealed only to the Assistant Superintendent for Instruction.

f. Those who have requested leaves of absence without pay will be informed in writing as to the disposition of the request.

g. A leave of absence without pay other than a health leave shall be for a period of one semester or one school year so as to interfere as little as possible with the instruc-
tional process. Any request for a period of time other than these will be considered only in very unusual circumstances. If an eligible employee wishes to extend the leave beyond the original period granted, another written application must be submitted.

h. Leaves of absence without pay beyond one work year are not permitted except for employees on health leave or elected to public office.

i. A classified employee who is granted a health leave of absence for a period up to one work year will be considered for that period as a member of the staff of the school or division where s/he was assigned at the time the leave was granted. Such leave will not break the continuity of service of the employee involved. The employee will be returned to his/her former assignment, and the individual employed or transferred as a replacement for the employee on leave will be employed or transferred only for the duration of the period of the leave, and will be so informed in writing.

j. If a classified employee is granted a health leave of absence beyond one year, upon availability for duty, the employee will be placed in the first vacancy in the District for which the employee returning from the extended leave is qualified. The employee will have the option to be reinstated to his/her former position held at the location at the time the leave commenced, if the opening occurs within the first six (6) months after returning to work.

k. Employees on leave of absence eligible for an extension of leave beyond one year must request the extension in writing, or indicate in writing by April 1 that they are returning from leave as scheduled. If this is not done, no contract will be issued nor will consideration be given to extending the leave.

l. Leaves of absence without pay for any reason other than health or maternity will not be granted to employees with less than three years' continuous employment except in unusual circumstances.

m. If the leave is granted, all rights of retirement, accrued leaves with pay, salary increments, and other benefits provided by law shall be preserved and available to the employee after the termination of the leave of absence.
2. Health Leave of Absence

a. A leave of absence without pay may be requested on the appropriate form by an employee who is unable to work because of personal illness or disability. Any employee who has exhausted his/her sick leave allowance must apply for a health leave of absence or resign to avoid a breach of contract.

b. A certificate from a physician certifying the nature of the illness or disability must be attached to the request form.

c. An employee who becomes eligible for consideration for the District's long-term disability insurance program must apply for a health leave of absence to begin on the date that the disability occurred, whether or not available sick leave has been exhausted. Sick leave must be used as required by the program in order to qualify for long-term disability benefits. The conditions of the insurance program will apply upon acceptance of the disability by the insurance company.

d. An employee who is injured while on duty and covered by Industrial Commission insurance will not be granted a health leave of absence until his/her sick leave is exhausted or until the employee becomes eligible for coverage under the long-term disability insurance program, whichever comes first. An employee who is absent because of an injury while on duty must either be on the payroll and receiving sick leave pay or be granted a health leave of absence in conjunction with long-term disability or separate from it.

e. If an employee is granted permission from his/her doctor, with concurrence from the District Medical Advisor (if deemed necessary) to return to work during the period of the leave of absence already granted, s/he will be returned to work only if a vacancy exists for which the employee is qualified. If an employee is limited to light duty upon release from his/her doctor, the employee may return to work if the immediate supervisor agrees that there is a lighter productive assignment the employee may perform. This requires the prior approval of the Principal (or designee) or the Director or Division Manager of a DAO or DSO Division, and/or the appropriate Assistant Superintendent. The period of lighter productive assignment shall not exceed twenty (20) workdays. Pay will be for the position assumed upon return from leave.

f. A health leave of absence will not be granted for more than one year at a time, although requests for shorter periods will be considered.
g. Any extension of a health leave of absence beyond one year requires the submission of a new request form by April 1 of each year, and a new physician's certification except for an employee certified as permanently disabled, whose leave will be recommended for extension by the Personnel Office upon receipt of the request for extension.

h. An annual review of all employees who are on health leave and are not planning to return to duty will occur. The assistance of the District Medical Advisor may be sought if deemed necessary.

i. Health and major medical insurance coverage is continued for an employee who has been granted a health leave of absence during the period of the leave.

j. Long-term disability benefits continue as long as disability continues to age 65.

k. Disabled employees are eligible for Social Security benefits at the beginning of the sixth month of disability if the disability can be expected to last for a continuous period of not less that 12 months.

l. Medicare benefits are available to disabled employees who have been eligible to receive Social Security benefits for two consecutive years or more. This means a person must be disabled for 29 consecutive months before being eligible for medicare.

m. Health leaves of absence may be granted to a maximum of three consecutive years, but only employees with more than three years of continuous employment with the District are eligible for more than one year.

3. Leave of Absence Without Pay for Personal Reasons

a. Requests for leaves of absence may be submitted on the appropriate form for any of the following:

   (1) For the adoption of a child.

   (2) To care for a sick member of the employee's immediate family.

   (3) To one employee designated by the representative group to engage in local, state, or national association activity.

   (4) To campaign for or serve in a city, county, state, or national elected office.
(5) To serve in the Peace Corps, or similar government-approved activity.

(6) Other requests, such as those based on family problems other than illness, stresses inherent in the job, or other personal problems, will be considered on their merit. Although not limited to these, factors to be considered include:

(a) Nature of the request.
(b) Length of service in District.
(c) Previous leaves of absence.
(d) Effect on educational program.

b. Except for a Peace Corps or similar assignment, or for an elected office, these leaves of absence will be for periods of one semester or one work year only, with a maximum of one year.

c. Board Policy 6.46 P pertains to employees seeking elected office. It reads as follows:

6.46 P Employees Seeking Elected Office

An employee of the Phoenix Union High School District may seek an elected office in a political subdivision; but, if elected, the employee must take a leave of absence without pay for the period of elected service when rendering no service to the school district, or the employee may sign a partial contract covering only the period of time during which the employee is serving the District directly. An employee can continue with the District as a full-time employee with full pay as long as s/he is giving the equivalent time to the school district.

An employee who has become a candidate for elected office shall in no way use District time, materials, personnel, or property to promote his/her candidacy.

d. The appropriate request form must be used and the reason and justification for the request must be spelled out in some detail.
e. Since it is not possible to list all the different possibilities, a few of the more frequent requests only will be addressed:

1) If the employee assumes employment out of the District, it is not justifiable for a leave of absence and will not be recommended.

2) If the employee's spouse accepts employment outside of the immediate area, a request for a leave of absence will not be recommended.

3) A request for a leave of absence without pay to attend school on a full-time basis is appropriate only if it is to improve performance. Consideration will also be given to attend schools which provide training in a related career field for which employment opportunities are currently available in the District. If it is to prepare for a new career outside of District employment opportunities, a request for leave should not be submitted. If the employee has full-time employment and will attend school only part-time, a leave is not appropriate.

f. Eligible employees will be granted personal leaves of absence only in unusual circumstances.

g. The request for such leave should be submitted as far in advance of the departure date as possible to permit filling the vacancy in a timely manner.

C. BEREAVEMENT LEAVE

An employee shall be allowed a bereavement leave of absence not to exceed five (5) days during one year to be charged to sick leave. This leave must be approved by the Principal, Educational Unit Supervisor, Division Manager, or Director.

If additional days are needed for the bereavement leave, or if a second bereavement leave is needed, a request must be submitted to the Principal, Educational Unit Supervisor, Division Manager, or Director for his/her approval, identifying the number of days needed and the pertinent circumstances.

In addition to the above, travel time in connection with the bereavement leave, not to exceed five (5) school days in any one year, may be charged against sick leave. This applies only when the travel itself requires absence during regular work hours.

D. PERSONAL BUSINESS LEAVE

An employee may be granted up to two (2) days with pay and not charged against sick leave for Personal Business to handle situations which cannot be taken care of other than on school time. Any unused portion of such allowance not used by an employee in a given year will be added to that employee's sick leave allowance at the
end of his/her contract year. A third day of personal leave may be granted to an employee which, if used will be charged against accumulated sick leave. Prior notification must be given to the principal (or other appropriate administrative head) in writing at least two (2) days prior to the absence. Not less than one-half day shall be used for personal business leave at any one time.

Personal leave days are not accumulative from year to year.

Such leave requested during the opening three weeks of school, the opening or closing week of any semester, the closing two weeks of the school year, or the last scheduled workday before and the first scheduled workday after any holiday or Board-declared employee recess period will be granted only in the most unusual circumstances.

E. TEMPORARY LEAVES OF ABSENCE TO MEET PROFESSIONAL OBLIGATIONS

The Board recognizes that participation by employees in the activities of professional organizations, through services on committees, boards, and commissions, as well as the continuation of their education, contribute to the professional growth of the staff and to the improvement of instruction.

Temporary leave with pay, may be granted to an employee and a substitute provided upon the prior approval of the Superintendent (or his/her designee) where the absence is occasioned by the employee's:

1. participation in a legitimate, bonafide professional duty;

2. attendance at an educational conference or workshop in which the content is directly related to the employee's position or assignment; or

3. attendance at conferences or workshops sponsored by a professional education association as an official delegate of the Association.

Leave in excess of three (3) days per school year for this purpose may be granted with prior approval of the Superintendent.

The request shall be submitted to the Principal at least two weeks prior to the requested days of absence, if possible. Such leave requested during the opening three weeks of school, the closing week of any semester, the opening week of any other semester, and the closing two weeks of the school year will be granted only in the most unusual circumstances. All leaves of absence granted under this section shall be in units of full days or half days.

The Association may recommend to the Superintendent for approval a maximum of ten (10) workdays per year release time to attend professional association workshops and conferences. The appropriate supervisor will be advised of the absence one week prior to the absence, if possible.
F. MILITARY LEAVE

Military leaves of absence shall be granted by the Board to an employee in accordance with existing state and federal statutes.

G. JURY DUTY OR OFFICIAL SUBPOENA LEAVE

Employees who are required to serve on jury duty or to appear in court during their normal work hours in response to an official subpoena will receive full salary during the period of such service, subject to the deduction from their regular pay an amount equal to the compensation paid them for such duty exclusive of mileage reimbursement.

An employee who must appear in any legal proceedings connected with his/her employment with the School District may be absent without loss of pay for that cause, if the employee is required to attend.

H. NATURAL DISASTER

If a natural disaster makes it impossible for an employee to report for work, the Board may provide additional day(s) of personal leave with pay for the enforced absence(s).

I. MINIMUM LEAVE OF ABSENCE CHARGED

All leaves of absence granted under this section shall be in units of full days or half days.
SECTION 13
RETIREMENT

Employees are members of the Arizona State Retirement System or Arizona State Retirement Plan. They are also eligible for Federal Social Security benefits.

SECTION 14
TAX SHELTERED ANNUITY

The Phoenix Union High School District is presently participating in the tax sheltered annuity program approved by the Internal Revenue Service. Employees whose financial status allows them to participate in the program can add to their monthly retirement program already consisting of Social Security and State Retirement. The Personnel Office will be glad to furnish the necessary details.
SECTION 15

REDUCTION-IN-FORCE

A. REDUCTION-IN-FORCE

1. Reduction-in-force is defined as follows:

   a. That situation in which, after all possible reassignments of employees to existing vacancies have been completed, it is necessary for the District to reduce the number of employees.

   b. That situation in which job title(s) that are related to administrative position(s) are adjusted downward or eliminated due to a reorganization, reassignment or change affecting an administrator(s).

2. Reductions-in-force will be by job title(s) according to seniority within the District as defined in paragraph C.

3. Recall and reemployment rights under this section will be in effect for a period of six (6) months after the reduction-in-force. Recall rights will be extended in increments of six months provided the employee contacts the Personnel Office, in writing, before the end of each six month period. The six month extensions may be requested up to a maximum of three years.

4. Full-time classified employees who have fulfilled their contract obligations for a full year and who are terminated from the District due to reduction-in-force, shall receive their health and life insurance benefits for the full year (October 1 through September 30).

B. REDUCTION IN FORCE - NOTICE OF TERMINATION DUE TO RIF

1. Employees to be terminated due to a reduction-in-force will receive written notice as early as possible (normally by April 15), and a list of personnel to be laid off will be sent to the office of the representative group at the same time.

2. Upon notification of RIF, the affected employee remains officially as a RIF employee until recalled, regardless of when recall occurs.

3. If such reduction is to exceed one percent of the Classified personnel of the District, the representative group will be notified in writing and its authorized representatives will be consulted before the reduction is effected.

C. SENIORITY

1. Seniority shall be the basis for determining which employees shall be terminated due to a reduction-in-force.
2. Seniority shall be determined as follows:
   a. Seniority shall be determined by the most recent date of employment within the District in a full-time position as a classified employee. For purposes of this section, full-time shall mean employment under contract of 0.5 or more. Approved leaves of absence, summer breaks, vacations, holidays, or Board-declared recess periods do not break continuity of service.
   b. If ties exist, seniority shall first be determined by the date of approval for hire by the Governing Board.
   c. Second, any remaining ties shall be resolved by using the date that the employee signed his/her original contract establishing current full-time continuous employment.
   d. Third, any remaining ties will be resolved by using the date that recommendation for hire as it appears on the original personnel action request (P.A.R.).
   e. Fourth, any remaining ties will be resolved by using the date of application for employment.
   f. Choice by lot, to be decided by mutual agreement by the CEA and administration when needed.

D. SENIORITY LIST

1. District-wide seniority lists shall be compiled and updated each year prior to February 1.

2. Seniority lists shall list each employee by current job title in order of District seniority as defined in paragraph C.

3. A copy of the seniority lists will be sent to each Principal, Educational Unit Supervisor, Director, Division Manager and to the President of the Classified Employees' Association.

4. An employee may have his/her name placed on the seniority lists of any job titles that s/he has held on a permanent basis.

5. An employee who has held only one job title may have his/her name placed on one additional job title seniority list which is comparable in general duty requirements and which is at the same or lower classification. An employee must be qualified for the position and must provide, in writing to the Personnel Office, a statement which indicates his/her specific qualifications as to each qualification statement in the job description.
The employee must meet all qualifications in the job description. Failure to meet all of the qualifications or to provide the information stated above will disqualify the employee from having his/her name placed on the requested job title seniority list.

An employee must send a written request to the Personnel Office prior to April 1 identifying specific job title listings upon which s/he wishes to be included. Otherwise the employee's seniority will be determined only in the current job title. At the time seniority lists are sent to each unit as stated in No. 3, employees will be notified as to what action is needed and forms provided concerning requesting placement in another job title.

E. REASSIGNMENT OF SURPLUS EMPLOYEES BASED UPON SENIORITY

1. Surplus exists when there are more employees in a job title at a given location than are needed.

2. Surplus employees will be reassigned in their current job title.

3. RIFed employees who have become surplus due to seniority resulting from having placed his/her name on another seniority list will be surplus and reassigned in that job title.

4. Surplus employees will be reassigned to specific positions that are open and/or made available by the reduction-in-force.

5. Surplus employees shall have their choice of the positions available in order of seniority and must make their selection within two (2) work days.

6. A surplus employee who accepts reassignment to a position different in job title at the same or lower classification, shall remain on the seniority list in his/her former job title from which reassigned and shall retain the right to transfer back to that former job title should a vacancy occur within the fiscal year following the reassignment.

7. Any surplus employee who declines reassignment waives all future reassignment rights and will become a reduction-in-force and then will be eligible for recall in accord with paragraph F. or G., if applicable.

8. When a decline of reassignment occurs, the next most senior person on the reassignment and/or recall list shall be contacted and given the same choice of positions as given the person declining reassignment.
F. RECALL TO SAME JOB TITLE

1. An employee terminated due to the reduction-in-force, whose name does not appear on another job title seniority list in accordance with Paragraph D shall have a preferred right of recall to that single job title in the order of seniority in accordance with Paragraph C.

2. An employee who has become a RIF in accord with paragraph E.6., will not be contacted for recall to that job title until a position(s) other than the originally offered position(s) becomes available.

3. Declining recall to that single job title waives all future recall rights.

G. RECALL TO DIFFERENT JOB TITLE

1. An employee terminated due to a reduction-in-force and awaiting recall, who (1) has held other positions on a permanent basis, and (2) has had his/her name placed on seniority lists in other job titles in accordance with Paragraphs D and H, shall have a preferred right of recall in those job titles along with all others in those job titles in the order of seniority in accordance with Paragraph C.

2. An employee who has his/her name on more than one job title seniority list will be contacted for recall whenever a vacancy occurs in any one of the job titles.

3. Declining recall to any job title on which the employee's name appears on the seniority list waives all future recall rights to that specific job title.

4. A RIFed employee who accepts a recall to a position different in job title at the same or lower classification shall remain on the seniority list in his/her former job title from which RIFed and shall retain the right to transfer back to that former job title should a vacancy occur within the fiscal year following the RIF.

H. QUALIFIED FOR POSITION

1. Meets qualifications as identified in job description.

2. An employee terminated due to a reduction-in-force who has held other positions on a permanent basis and has had his/her name placed on seniority lists shall have a preferred right of recall in those job titles in the order of seniority.

3. To be eligible for recall to a position at a higher level, the employee must have held the position within the past three (3) years.
I. NOTIFICATION OF RECALL

   1. Employees awaiting recall must leave with the Personnel Office a telephone number and address where they may be reached. If contact by telephone cannot be made within two (2) work days, a certified letter will be sent indicating the employee must contact the Personnel Office within five (5) days of the date of the letter. If there is no response, that employee will remain on recall status, but will be bypassed on the seniority list and the next senior employee will be contacted.

   2. This bypassed employee remains the most senior on the list and is the first contacted at the next opening.

J. FILLING OF POSITIONS

   1. No new personnel shall be employed on a permanent basis to any job title for which there are employees awaiting recall.

K. ADVERTISING OF POSITIONS

   1. All position openings will be advertised.

   2. Position advertisements will carry an identifier to indicate that there are reduction-in-force employees awaiting recall to that job title who will be eligible for recall to the position. Other applicants will not be interviewed or considered.

   3. Reduction-in-force employees awaiting recall who are not covered by Paragraph F. or G. of this section, and are qualified for the advertised position will be given preference over a non-District applicant.

L. APPLICATION FOR POSITION(S)

   1. An employee terminated due to the reduction-in-force may apply for any position advertised.

M. RECALL RIGHTS FOR REDUCTION-IN-FORCE EMPLOYEES

   1. Upon recall, all rights related to salary and fringe benefits shall be restored. Seniority shall accrue while awaiting recall.

   2. Once an employee has been recalled, no further recall consideration will be given and the employee's name will be removed from all job title recall lists. Except that the employee shall retain the rights in E.6 and G.4.
## N. CLASSIFIED JOB TITLE CHANGES

### 1. SUPPORT SERVICES:

<table>
<thead>
<tr>
<th>CURRENT JOB TITLE</th>
<th>PREVIOUS JOB TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Clerk I</td>
<td>Account Clerk - Fiscal; Account Clerk</td>
</tr>
<tr>
<td>Account Clerk II</td>
<td>Senior Account Clerk - Fiscal; Senior Account Clerk</td>
</tr>
<tr>
<td>Account Clerk III</td>
<td>Principal Account Clerk; Procurement Assistant</td>
</tr>
<tr>
<td>Account Technician</td>
<td>Accounting Technician</td>
</tr>
<tr>
<td>Alarm Technician</td>
<td>Intrusion Alarm Maintenance Technician; Security Alarm Technician</td>
</tr>
<tr>
<td>Alarm Technician/Night Security Chief</td>
<td></td>
</tr>
<tr>
<td>Attendance/Residence Specialist</td>
<td>Attendance/Registration Specialist</td>
</tr>
<tr>
<td>AV Text Book Clerk</td>
<td></td>
</tr>
<tr>
<td>Bookstore Clerk</td>
<td>Account Clerk - Bookstore</td>
</tr>
<tr>
<td>Bookstore Manager</td>
<td>Principal Account Clerk - Bookstore;</td>
</tr>
<tr>
<td>Bus Aide</td>
<td></td>
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<tr>
<td>Bus Driver</td>
<td></td>
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<tr>
<td>Bus Security Aide</td>
<td></td>
</tr>
<tr>
<td>Bus Security Chief</td>
<td>Security Aide III; Staff Security Aide</td>
</tr>
<tr>
<td>Bus Service Worker</td>
<td></td>
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<tr>
<td>Buyer I</td>
<td></td>
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<tr>
<td>Buyer II</td>
<td></td>
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<tr>
<td>Cafeteria Manager I</td>
<td>Cafeteria Manager</td>
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<tr>
<td>Cafeteria Manager II</td>
<td>Cafeteria Manager</td>
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<tr>
<td>Campus Plant Manager</td>
<td>Foreman Engineer</td>
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<tr>
<td>Campus Security Chief</td>
<td></td>
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<tr>
<td>Career Specialist</td>
<td></td>
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<tr>
<td>Central Records Technician</td>
<td></td>
</tr>
<tr>
<td>Clerk Typist I</td>
<td>Clerk Typist</td>
</tr>
<tr>
<td>Clerk Typist II</td>
<td>Intermediate Clerk Typist</td>
</tr>
<tr>
<td>Clerk Typist III</td>
<td>Senior Clerk Typist</td>
</tr>
<tr>
<td>Community Aide</td>
<td></td>
</tr>
<tr>
<td>Computer Operator I</td>
<td>Computer Operator</td>
</tr>
<tr>
<td>Computer Operator II</td>
<td></td>
</tr>
<tr>
<td>Job Title</td>
<td>Description</td>
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<td>-----------</td>
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</tr>
<tr>
<td>Conference Planner - Title I</td>
<td>---</td>
</tr>
<tr>
<td>Cook</td>
<td>---</td>
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<tr>
<td>Data Controller</td>
<td>---</td>
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<tr>
<td>Data Entry Operator</td>
<td>---</td>
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<tr>
<td>Drafting Specialist I</td>
<td>---</td>
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<tr>
<td>Drafting Specialist II</td>
<td>---</td>
</tr>
<tr>
<td>Drafting Specialist III</td>
<td>---</td>
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<tr>
<td>Duplicating Equipment Operator</td>
<td>---</td>
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<tr>
<td>Food Services Field Supervisor</td>
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<tr>
<td>GED Tester</td>
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<tr>
<td>Instructional Aide</td>
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<tr>
<td>Instructional Aide TMH/EH</td>
<td>---</td>
</tr>
<tr>
<td>Kitchen Assistant</td>
<td>---</td>
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<tr>
<td>Media Equipment Technician</td>
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<tr>
<td>Media Services Clerk</td>
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<tr>
<td>Media Technician</td>
<td>---</td>
</tr>
<tr>
<td>Migrant Program Assistant - Title I</td>
<td>---</td>
</tr>
<tr>
<td>Night Security Aide I</td>
<td>---</td>
</tr>
<tr>
<td>Night Security Aide II</td>
<td>---</td>
</tr>
<tr>
<td>Nonlocal Funds Program Assistant</td>
<td>---</td>
</tr>
<tr>
<td>Offset Operator I</td>
<td>---</td>
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<tr>
<td>Offset Operator II</td>
<td>---</td>
</tr>
<tr>
<td>Payroll Clerk</td>
<td>---</td>
</tr>
<tr>
<td>PBX/Centrex Attendant</td>
<td>---</td>
</tr>
<tr>
<td>PE/Athletics Aide</td>
<td>---</td>
</tr>
<tr>
<td>Personnel Services Assistant</td>
<td>---</td>
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<tr>
<td>Personnel Specialist</td>
<td>---</td>
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<tr>
<td>Personnel Technician</td>
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<tr>
<td>Photo Technician</td>
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<tr>
<td>Program Evaluation Specialist</td>
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<tr>
<td>Programmer</td>
<td>---</td>
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<tr>
<td>Programmer Analyst</td>
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</tr>
</tbody>
</table>

Keypunch Operator; Intermediate Key-punch Operator; Data Entry Operator I; Data Entry Operator II
Draftsman I
Draftsman II
Draftsman III
Cafeteria Field Supervisor
Department Kitchen Assistant
AV Technician; TV Technician
Library Clerk; Instructional Materials Clerk; Media Services Clerk I
Parent Advisory Council Assistant - Title I
Night Security Officer
Night Security Chief
Offset Equipment Operator
Offset Printing Technician
PBX Operator - Receptionist
Senior Clerk Typist
<table>
<thead>
<tr>
<th>Position</th>
<th>Certification(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Specialist</td>
<td>ABE/GED/ESL; Adult Refugee; CETA; Indian; Program Specialist</td>
</tr>
<tr>
<td>Property Control Assistant</td>
<td></td>
</tr>
<tr>
<td>Public Information Specialist</td>
<td></td>
</tr>
<tr>
<td>Registrar</td>
<td>Property Control Assistant II</td>
</tr>
<tr>
<td>Registration/Attendance Clerk</td>
<td>Principal Clerk</td>
</tr>
<tr>
<td>Research Clerk I</td>
<td>Registration Office Clerk</td>
</tr>
<tr>
<td>Research Clerk II</td>
<td></td>
</tr>
<tr>
<td>Research Technician</td>
<td>Senior Clerk Typist</td>
</tr>
<tr>
<td>Scanner Programmer</td>
<td></td>
</tr>
<tr>
<td>Secretary I</td>
<td>Secretary; Intermediate Secretary</td>
</tr>
<tr>
<td>Secretary II</td>
<td>Intermediate Secretary; Senior Secretary</td>
</tr>
<tr>
<td>Secretary III</td>
<td>Senior Secretary; Secretary to Principal</td>
</tr>
<tr>
<td>Secretary IV</td>
<td>Administrative Secretary; Executive Secretary</td>
</tr>
<tr>
<td>Security Aide</td>
<td>Security Aide I; II; IV</td>
</tr>
<tr>
<td>Service Aide</td>
<td></td>
</tr>
<tr>
<td>Stores Clerk I</td>
<td>Warehouseman I, II and III</td>
</tr>
<tr>
<td>Stores Clerk II</td>
<td>Warehouseman I, II and III</td>
</tr>
<tr>
<td>Systems Analyst</td>
<td>Senior Systems Analyst</td>
</tr>
<tr>
<td>System Programmer</td>
<td></td>
</tr>
<tr>
<td>Training Placement Specialist</td>
<td>BACE; CETA; LINK; Training Placement Specialist</td>
</tr>
<tr>
<td>Transportation Facilitator</td>
<td></td>
</tr>
<tr>
<td>Truck Driver (Food Services)</td>
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<tr>
<td>Truck Driver Helper</td>
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<tr>
<td>Utility Worker</td>
<td>Utility Man</td>
</tr>
<tr>
<td>Word Processing Equipment Operator I</td>
<td>Correspondence Equipment Operator; Word Processing Secretary I</td>
</tr>
<tr>
<td>Word Processing Equipment Operator II</td>
<td>Correspondence Secretary; Terminal Typewriter Operator; Word Processing Secretary II</td>
</tr>
<tr>
<td>Word Processing Equipment Operator III</td>
<td>Senior Correspondence Secretary; Senior Terminal Typewriter Operator Word Processing Secretary III</td>
</tr>
<tr>
<td>Word Processing Specialist</td>
<td></td>
</tr>
<tr>
<td>Youth Advisor</td>
<td>CETA Youth Advisor; Indian Youth Advisor</td>
</tr>
</tbody>
</table>
2. MAINTENANCE & OPERATIONS:

<table>
<thead>
<tr>
<th>Position</th>
<th>Shifts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer</td>
<td>---</td>
</tr>
<tr>
<td>Building Maintenance Worker</td>
<td>---</td>
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<tr>
<td>Carpenter</td>
<td>---</td>
</tr>
<tr>
<td>Craft Trainee</td>
<td>---</td>
</tr>
<tr>
<td>Custodian</td>
<td>Day, Evening, Night Custodian</td>
</tr>
<tr>
<td>Electrician</td>
<td>---</td>
</tr>
<tr>
<td>Engineer Trainee</td>
<td>---</td>
</tr>
<tr>
<td>Glazier</td>
<td>---</td>
</tr>
<tr>
<td>Grounds Equipment Operator</td>
<td>Groundsman I, II, and III</td>
</tr>
<tr>
<td>Groundskeeper</td>
<td>Yardman</td>
</tr>
<tr>
<td>Locksmith</td>
<td>---</td>
</tr>
<tr>
<td>Machinist</td>
<td>Mechanic</td>
</tr>
<tr>
<td>Night Sweeper Operator</td>
<td>---</td>
</tr>
<tr>
<td>Office Machine Repair</td>
<td>Office Machine Repairman I and II</td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>---</td>
</tr>
<tr>
<td>Painter</td>
<td>---</td>
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<tr>
<td>Plumber</td>
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<tr>
<td>Refrigeration</td>
<td>---</td>
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<tr>
<td>Sanitation Truck Operator</td>
<td>---</td>
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<tr>
<td>Sheet Metal</td>
<td>---</td>
</tr>
<tr>
<td>Welder</td>
<td>---</td>
</tr>
</tbody>
</table>
SECTION 16
REPLACEMENT OF HAND TOOLS

A. MAINTENANCE AND OPERATIONS

1. On an exchange basis, the District will replace for craft personnel hand tools which are listed on an approved list of hand tools for his/her job assignment which have been broken on the job, worn out on the job, or which have been lost on the job due to burglary. Replacement of lost hand tools is limited exclusively to burglary and such burglary must occur on District premises.

SECTION 17
GRIEVANCES

A. DEFINITION

A grievance is defined as a complaint by an employee that there has been a violation, a misinterpretation or inequitable application of a specific section(s) of the Classified Employees Handbook.

The purpose of this grievance policy is to obtain, at the nearest administrative level, equitable solutions to the problems which may from time to time arise.

B. TIME LIMITS

Any employee shall have the right, anytime within thirty (30) work days after the occurrence of the act or condition upon which the grievance is based, to present the grievance to the District at the appropriate level. Any grievance not so presented shall not be recognized by the Executive Board of the representative group (the Classified Employees Association).

Because it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum. If, at any level, the time limits are not met by the administration, the grievance will automatically move to the next level, unless the specified time limits are extended by mutual agreement.
If a grievance is filed which might not be resolved at Level 3 within the prescribed time limits prior to the end of the employee's work year, and which if left unresolved until the beginning of the following work year, could result in irreparable harm to a party or parties of interest, the specified time limits shall be reduced so that the grievance procedure may be concluded prior to the end of the work year.

Failure by the aggrieved person at any level to appeal a grievance to the next level within the specified time limits, shall be deemed to have accepted the decision rendered at that level.

C. RIGHT TO REPRESENTATION

Any party of interest may be represented at any level of the grievance procedure by a person, or persons, of his/her own choosing. A "party of interest" is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance.

At any level in the grievance procedure, the aggrieved person may:

1. present and discuss the alleged grievance personally or

2. request a representative to accompany him/her and request that the representative act on the employee's behalf.

D. REPRISALS PROHIBITED

Reprisals shall not be taken against any employee, any party of interest, any representative, or any other participant in the grievance procedure for reason of such participation.

No employee who is a participant in any hearing or proceeding at any level of the grievance procedure shall lose any pay as a result of such participation.

E. GENERAL PROVISIONS

1. Nothing in these policies will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted, providing the adjustment is consistent with this Handbook and District policies.

2. A grievance may be withdrawn at any step without prejudice or record and cannot be reopened.

3. If a grievance affects a group of employees from more than one unit, the representative group may submit such grievance, in writing, directly to Level 2, and the processing of such grievance may commence at Level 2. The representative group may process such a grievance even though the aggrieved persons do not wish to do so.
4. The Board and the Administration agree to make available to the aggrieved person and his/her representatives, all information relevant to the issues raised by the grievance that is in the Board's or Administration's possession or control and is not privileged under law.

5. All written and printed matter dealing with the processing of a grievance will be filed in the Personnel Office separately from the central personnel files of the participants.

6. All sessions held in connection with the processing of grievances, including arbitration, shall be closed sessions and no releases shall be made concerning the progress of the hearing.

F. GRIEVANCE PROCEDURE

Any grievance presented to the District shall be handled in accordance with the following procedure:

1. **Informal Procedure**

   If an employee feels that s/he has a grievance, s/he will first make an effort to resolve the problem informally by discussing the matter with his/her immediate supervisor. The employee may (1) discuss the alleged grievance personally or (2) request a representative to accompany him/her and to act on his/her behalf. (See paragraph C above.) The immediate supervisor shall attempt to adjust the grievance and shall respond verbally within forty-eight (48) hours of the discussion.

2. **Formal Procedure**

   **Level 1 - Appropriate Supervisor**

   If the grievance is not satisfactorily settled at the informal procedure, the employee and/or his/her representative shall file a grievance formally, in writing, using the appropriate forms, with the appropriate supervisor, unit administrator, or department or division head.

   The aggrieved person or the appropriate supervisor may request a conference prior to the rendering of the decision. A meeting shall then be held within three (3) work days after receipt of the grievance, at a mutually agreeable time, by the appropriate supervisor, the employee, and his/her representative.

   Within five (5) work days after receipt of the grievance or after the conference, the appropriate supervisor will render a written decision to the aggrieved person with a copy to the representative group.
Level 2 - Appeal to the Superintendent

Within five (5) work days after receipt of the response from the Administrator/Supervisor hearing the grievance, the employee, with the approval of the representative group, may appeal, in writing, to the Superintendent.

Within ten (10) work days of receipt of the appeal, the Superintendent (or designee) will meet with the aggrieved person, his/her representative, and the appropriate supervisor involved at Level 1. Arguments and documentation by all parties shall be presented in writing to all parties at the Level 2 hearing.

The Superintendent (or designee) shall render a decision, in writing, within ten (10) work days following the hearing. This decision will be sent to the aggrieved person, the representative group, and the appropriate supervisor involved. If the Superintendent chooses not to act within ten (10) work days, the grievance shall be considered adjudicated in favor of the aggrieved person.

Level 3 - Impartial Advisory Arbitration

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 2, s/he may, within five (5) work days after receipt of the Superintendent's (or designee's) decision, request in writing, to the appropriate representative of the representative group that the grievance be submitted to arbitration.

2. The representative group shall make judgment on the merits of the alleged grievance. If the group decides either that the alleged grievance has merit or that the decision at Level 2 is not acceptable, it shall, within ten (10) work days after receipt of the request, submit the grievance to arbitration by so notifying, in writing, the President of the Board and the Superintendent.

3. The Superintendent (or designee) and the President of the representative group (or designee) shall, within five (5) work days after the written notice is received, select jointly an arbitrator who is an experienced and impartial person of recognized competence.

If the parties are unable to agree upon an arbitrator within five (5) work days, the Superintendent (or designee) shall agree to call upon either the American Arbitration Association or the Federal Mediation and Conciliation Service for assistance.
4. The arbitrator shall confer promptly with representatives of the Board and the representative group shall review the record of prior meetings and shall hold such further hearings as s/he deems necessary.

5. The arbitrator will have authority to hold hearings and make procedural rules. The recommendations will be issued within a reasonable time after the date and the close of the hearings or, if oral hearings have been waived, from the date the final statements and evidence are submitted to him/her.

6. The arbitrator's recommendations shall be submitted, in writing, as soon as possible to the Board, with a copy to the representative group only, and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's recommendations shall be consistent with existing Statutes.

7. The Board shall take official action on the report of the arbitrator within fifteen (15) work days after its receipt and shall render its decision in writing to all parties concerned.

8. All costs for the services of the arbitrator shall be shared equally by the Board and the representative group.
SECTION 18

APPEAL PROCEDURE

A. WHAT IS ELIGIBLE FOR APPEAL

A disagreement with a decision made by an administrator by one employee or a group of employees (other than a grievance) may be resolved by the use of this appeal procedure by that employee or group of employees. Any violation, misinterpretation, or inequitable application of any of the working conditions or other provisions of the handbook is defined as a grievance and will not be processed as an appeal. If an issue has been submitted as a grievance, that same issue may not be submitted as an appeal.

B. OTHER AVENUES OF APPEAL

A separate appeal process is identified in this Classified Handbook for evaluations and for Professional Growth Committee decisions. In all other appeals, this appeal process is applicable.

C. INFORMAL CONFERENCE REQUIRED

An informal conference must first be held between the primary parties of interest to attempt to resolve the problem. A written communication shall be prepared identifying the results of this conference. Classified employees may request Association representation.

D. GUIDELINES FOR FORMAL APPEAL PROCEDURE

1. Appeals must be submitted in writing on appropriate forms. Forms for submitting appeals shall be jointly prepared by the District and Association. The forms shall be supplied by Personnel Office and shall be available in the supervisor's office.

2. The employee(s) may request Association representation to be present.

3. Copies of all written appeals and decisions will be submitted to the Superintendent, the CEA President, and the Association representative, if any.

E. STEPS IN FORMAL APPEAL PROCEDURE

1. The first step is addressed to the Principal, Unit Head, Director, or Division Manager to whom the classified person is responsible. This appeal must be made in writing within ten (10) workdays after the disagreement or misunderstanding first occurred or within five (5) workdays after the informal session was held, whichever comes later. A written decision should be made within five (5) days of the submission of the written appeal.
2. If the person(s) making the appeal is/are not satisfied with the decision at Step 1, s/he/they may, within five (5) days after the decision is received, file an appeal with the Superintendent (or designee). A conference will be scheduled within five (5) days after the receipt of the appeal at Step 2, and a written decision submitted within five (5) days following the conference.

3. If the person(s) is/are not satisfied with the decision rendered at Step 2, s/he/they may, within five (5) days after receipt of the decision, submit a request for a hearing before the Governing Board. The Board, after reviewing the case, shall within fifteen (15) days decide whether or not a hearing shall be held. The Board shall render a decision within seven (7) days after a hearing, if a hearing is held, or within fifteen (15) days after receipt if no hearing is held.

F. REPRISALS PROHIBITED

Reprisals shall not be taken against any employee or any other participant in the appeal procedure by reason of such participation.
SECTION 19

DISCIPLINARY ACTION/WORK PERFORMANCE DEFICIENCIES

A. DISCIPLINARY ACTION

1. Disciplinary action shall be administered in a progressive and constructive manner in an effort to counsel and fully advise employees of deficiencies and afford them an opportunity to demonstrate improvement in performance.

2. Disciplinary action regarding employee conduct shall be in accord with the provisions and procedures contained in the Employee Conduct/Discipline Handbook. (See Appendices)

3. When derogatory material is to be placed in the employee's personnel file, the employee shall acknowledge that s/he has read such material by his/her signature. The signature does not necessarily indicate agreement with the content of the material. If s/he refuses to sign, the supervisor will so note in the presence of the Unit CEA representative, or employee's designee, sign and date the Personnel Office copy and forward it to the Personnel Office.

B. WORK PERFORMANCE DEFICIENCIES

The following procedure will be followed for dismissal due to work performance deficiencies. If at any time during the following procedure, memorandums, in addition to those identified in Steps 2 and 3 are given to the employee regarding work performance, such memorandums shall be initialed by the employee acknowledging receipt and an initialed copy shall be retained by the supervisor.

Step 1 If performance is below standard, the immediate supervisor will consult with the employee and explain verbally, and perhaps by demonstration, what corrective steps must be taken.

Step 2 If performance does not improve satisfactorily, the immediate supervisor will meet with the employee and document the problem in writing with corrective steps spelled out and provide an identified period of time in which the improvement must occur. This time allowed may not be any less than ten (10) work days. The employee will be given a copy of this written documentation for his/her use, and will be asked to sign this written documentation. A copy will be sent to the Personnel Office for filing as evidence that s/he has received his/her copy. A copy shall also be sent to the CEA President. If s/he refuses to sign, the immediate supervisor will so note, sign and date the Personnel Office copy, and forward it to the Personnel Office.
Step 3 At the end of the time period identified, a second meeting will be held with the employee and a written communication will be provided indicating what improvements have been made, if applicable, and/or what deficiencies continue to exist. If at this time work performance still requires improvement, a second time period, not to be less than ten (10) work days, will be provided to permit the employee to improve.

Step 4 If satisfactory improvement does not occur after completion of Step 3, a recommendation for disciplinary action should be made in accord with the Employee Conduct/Discipline Handbook. A copy of the recommendation will be sent to the CEA President.

C. DISMISSAL OF PROBATIONARY AND TEMPORARY EMPLOYEES

A probationary or temporary employee is subject to dismissal by the District at its sole discretion.
SECTION 20
TRANSFER AND ASSIGNMENT

A. MAINTENANCE AND OPERATIONS PERSONNEL

1. Assignment
   a. Assignments as to area, territory, work station, or starting period at the various schools, or other locations, will be made by the Campus Plant Manager. When a particular assignment in a given job classification as to area, territory, work station, or starting period becomes vacant, an assignment will be made by the Campus Plant Manager in the following order of preference, if the employee is otherwise qualified for the assignment:

   (1) First preference will be given to employees already assigned to that school.

   (2) Second preference will be given to District employees transferring to that school.

   (3) Last preference will be given to applicants for employment.

2. Transfer
   a. Operating Engineers shall not be transferred from one school to another except in case of emergency or bidding on job openings.

   b. A minimum of three rotations during the Engineer Training Program will be made. Additional rotations will be made only where staffing needs of the District dictate such action.

   c. Only an Engineer or Advanced Engineering Trainee with appropriate training and skill shall assume responsibility for the boiler room operation. Advanced Engineer Trainees selected for boiler room operation will have the recommendation of the Campus Operating Engineer, Campus Plant Manager and the Division Manager of Plant Facilities and Operation. There will be no other operators.
3. Reassignment

a. Craft personnel may be reassigned as part of a task force consisting of two or more craftworkers from various crafts to two or more campuses, working separately or together on those campuses on an as-needed basis. One campus will be designated as the base from which each craftworker will operate. There will be no differential in pay for such assignment.

b. The Campus Plant Manager, or other immediate supervisor in other locations, may reassign an employee in a given job classification to another area, territory, work station, or starting period at the same campus (or other location) if the employee is informed of the reason for the reassignment.

B. FOOD SERVICES PERSONNEL

1. Transfer

a. A transfer may occur through a position opening and an employee applying for and being selected for the position; or, where a transfer is necessary in the interest(s) of the District and/or Food Services Division. When a transfer is necessary for this reason, the recommendation for transfer of the employee may come from either the Principal or his/her designee or the Division Manager of Food Services. Both the Principal or his/her designee and the Division Manager of Food Services should agree to the transfer before the transfer occurs.

b. Under certain conditions, it is in the interest of the District to temporarily transfer and/or reassign personnel. When this occurs, the Principal or his/her designee should be contacted by the Division Manager of Food Services, and approval obtained, before the temporary transfer(s) is made.

C. INVOLUNTARY TRANSFER

The Policies and By-Laws of the Phoenix Union High School District read as follows:

6.7 P Transfer or Reassignment

Authority to initiate and accomplish the reassignment or transfer of employees is specifically vested in the Superintendent, subject to the confirmation of the Governing Board.
SECTION 21

FILLING VACANCIES IN PERMANENT POSITIONS

A. When a vacant or new permanent position is identified and is to be filled, a Personnel Action sheet listing the essential information concerning the vacancy will be prepared by the Personnel Office and sent to each unit. The Personnel Action sheet will be posted immediately on the designated bulletin board at each location. The next Daily Bulletin distributed within each school after the receipt of the notice will include the listing of vacancies. The distribution of the Personnel Action sheet and the posting on the bulletin board will also occur during the summer months when school is not in session. Interested applicants must observe the deadline for making application, which will be five (5) days. Temporary position vacancies will not be so advertised.

B. Application must be made for each job advertised. There will be no carry-over. Applications are to be made in writing to the Personnel Office with a copy to the appropriate administrator/supervisor.

C. All permanent employees of the District who are qualified in accord with job description requirements and who apply for the advertised position prior to the closing date will be scheduled for interview.

1. As timely as possible after the closing date to make application, the Personnel Office will advise the appropriate administrator/supervisor of the applicants to be scheduled for interview.

2. The administrator/supervisor will contact each District applicant and schedule an interview.

D. Selection will be made from the applicants by the appropriate administrator/supervisor, with reference to be made to Section 5, if applicable.

Arrangements to transfer the selected employee will be made in a prompt and expeditious manner. In the event the selected employee must be retained in the employee's present position for a longer period of time, the employee will be compensated at the new rate of pay three weeks after the Personnel Office has been notified of the selection.

E. District applicants who were interviewed for the position will be notified by memorandum when the selection is made.

F. Position vacancies for which RIFed employees are awaiting recall will be advertised and will be filled in accordance with the RIF procedures.

G. 1. A copy of all current job descriptions will be kept at each Principal/Director/Supervisor's office.

2. Employees may request a review of their job description with their immediate supervisor. Any proposed revisions will be submitted through the appropriate Assistant Superintendent.
SECTION 22

BULLETIN BOARDS

A. A bulletin board shall be placed in each school or work area where classified employees normally assemble, which may be used by employee groups for posting the following types of notices:

- Recreational and social affairs.
- Election notices and results.
- Meeting dates and times.
- New publications.
- All legislation vital to the interest of employees and education.
- Job openings.

SECTION 23

IN-SERVICE EDUCATION

A. Employees may be expected to attend and participate in District workshops, conferences, meetings, etc., which are organized or promoted by the District and which are applicable to the employee's position and/or growth. These workshops, conferences, and meetings will be scheduled during normal work hours whenever possible.

B. New employee orientation as to conditions of work, benefits, etc. will be coordinated through the Personnel Office. The Personnel Office shall distribute to each new employee a copy of the current Classified Handbook prior to the new employee's first day of work in the District.

C. New employees should receive job orientation from the appropriate person in relation to the position being assumed.
SECTION 24

PROFESSIONAL GROWTH

ADVANCEMENT THROUGH SALARY SCHEDULE

A Classified employee shall be advanced through the steps of the salary schedule at the rate of one step per year of service in the District, except as otherwise provided in the Classified Handbook.

PROFESSIONAL GROWTH PROGRAM

One additional professional growth step on the salary schedule shall constitute a salary increment except in the case of Maintenance and Operations personnel. A professional growth salary increment will be established by increasing the hourly rate of pay for Maintenance and Operations personnel by 3-1/2% for completion of 24 semester hours, another 3-1/2% for completion of 48 semester hours, and another 3 1/2 percent for completion of 72 semester hours. A professional growth salary increment may be obtained in the following ways:

All academic courses and/or equivalent services taken for credit under this program must be directly related to the working area of the employee, or enhance their effectiveness as an employee, except as otherwise provided.

One additional step on the salary schedule shall be given for completion of 24 semester hours, one step for the completion of 48 semester hours, and one step for completion of 72 semester hours.

Employees may earn a maximum of nine credit hours per semester during the school year. If more credit hours are desired, approval must be received from the supervisor.

The Professional Growth Committee shall serve as an appeal board on credit approval, making its recommendation to the Assistant Superintendent for Instruction for final approval. Formal request for appeal must be made in writing by the applicant.

Academic credit shall not be granted for study done prior to July 1, 1971, or prior to an employee's date of employment with the District.

Equivalent credit is credit granted in lieu of academic credit. Equivalent credit may be accepted up to and including 12 semester hours in each 24-hour increment. Equivalent credit shall not be granted for equivalent service done before July 1, 1971, or prior to an employee's date of employment with the District.
A. ACADEMIC CREDIT (16 CLOCK HOURS = ACADEMIC CREDIT)

For additional information, please refer to Professional Growth Operating Procedures and Professional Growth Handbook in the Principal's office.

Academic credit shall be granted for the following:

1. Associate of Arts, Bachelor Degree, and Master's Degree. One increment shall be granted for obtaining an Associate of Arts Degree (AA), a second increment shall be granted for obtaining a Bachelor's Degree (BA), and a third increment shall be granted for obtaining a Master's Degree (MA).

When working toward these three degrees, an employee will not receive Professional Growth credit for individual courses, but will receive a full increment when verification (official transcript or diploma) of the degree is presented.

2. Study done at the request of the officials of the District.

3. Study done at an accredited college or recognized institution of higher learning which is directly related to the participant's current responsibility or enhances their effectiveness as an employee.

The following courses generally will be accepted for credit regardless of the participant's field of teaching or current job assignment:

a. Counseling
b. Administration
c. Reading
d. Curriculum and Instruction
e. Evaluation
f. Exceptional Students
g. Psychology
h. College of Education courses
i. Metric courses
j. Data Processing courses
k. Dropout courses
l. Chemical Awareness
m. Spanish Language courses
n. Typing
o. Audio Visual
p. Computer Science
q. English/Writing and Grammar
r. Math
s. Science
t. Other courses to be identified by Professional Growth

4. In-service educational programs approved by the Professional Growth Committee.
5. Independent study approved by the Professional Growth Committee.

6. Attendance at conferences, institutes, seminars, clinics, etc., after a written proposal has been approved by the Professional Growth Committee.

7. Verification of academic credit.
   a. An academic approval form plus an official transcript from an accredited college or university or a District Certificate of Completion must be submitted to the Personnel Office prior to review of credits for a salary increment.
   b. In the event there is disapproval, the rationale shall be transmitted to the employee.
   c. If the employee submits a request in writing, a hearing shall be granted at which the disapproved shall be reconsidered.
   d. In the event the initiator is still not in agreement with the Professional Growth decision, s/he may then appeal to the Assistant Superintendent for Instruction.

However, courses taken as a requirement in a District Employee Training Program will not be eligible for Professional Growth salary credit.

B. EQUIVALENT CREDIT

1. Equivalent credit in lieu of academic units may be accepted up to and including 12 semester hours in each 24-hour increment.

2. Equivalent credit under this program shall not be granted for time spent prior to the date an employee enters the District.

3. It is highly recommended that each employee seek prior approval before commencing any activity for credit to ensure the activity meets all guidelines. Approval of the preliminary request means tentative approval of the activity, but not necessarily approval of the total hours requested.

4. Equivalent credit shall be granted for the following:
   a. Non-college sponsored travel study.
      Maximum Credit - Four (4) semester hours within each increment on the salary schedule.
The following ratios will apply:

<table>
<thead>
<tr>
<th>Mode</th>
<th>Travel Days</th>
<th>Equivalent Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auto</td>
<td>14</td>
<td>1 equivalent credit</td>
</tr>
<tr>
<td>Rail</td>
<td>11</td>
<td>1 equivalent credit</td>
</tr>
<tr>
<td>Airplane</td>
<td>8</td>
<td>1 equivalent credit</td>
</tr>
<tr>
<td>Other</td>
<td>14</td>
<td>1 equivalent credit</td>
</tr>
</tbody>
</table>

(1) A travel study plan and verification of participation and/or completion of travel study plan's objectives shall be submitted to the Professional Growth Committee. Approval by the Professional Growth Committee will be based on the accomplishments of the travel study plan's stated objectives and the ratios above.

(2) The travel study plan will indicate how it will contribute to the skills, knowledge, or professional growth of the employee.

(3) The travel log must be attached to the signed verification for equivalent credit form and submitted to the Professional Growth Office for approval prior to requesting an additional increment.

b. Work Experience

Maximum credit - Six (6) semester hours within each increment on the salary scale.

<table>
<thead>
<tr>
<th>Ratio</th>
<th>Unpaid</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>35:1</td>
<td></td>
<td>70:1</td>
</tr>
</tbody>
</table>

(1) Verification of the work experience shall be submitted by an employee requesting work experience credit. The verification shall include a memorandum from the employee's supervisor attesting to the hours worked and a justification statement by the employee which indicates how the work experience contributes to his/her working skills and is related to current areas of responsibility.

(2) No more than six hours of credit will be granted for the same type or level or work experience activity.

(3) Each activity must be performed within a continuous two year period. A verification for Equivalent Credit Form must be filed for each year.

(4) A memorandum from the employee's supervisor or employer must be attached to the properly signed Verification for Equivalent Credit Form and submitted to the Professional Growth Office for approval.
prior to requesting an additional increment. Verifying memorandums should include: a) description of the activity, b) statement verifying completion of the activity, c) total number hours of participation, and d) whether paid or unpaid.

(5) All forms are available from the Principal's Office or Professional Growth Office.

(6) Final approval by the Professional Growth Committee will be based on satisfactory completion of the above requirements.

c. District-wide Committees

Maximum credit - Six (6) semester hours within each increment on the salary scale.

Ratio = 35:1 Unpaid.

(1) Master List Committees

a. A member of a committee listed on the Master List is eligible to receive two (2) equivalent credits for each year or membership plus an additional credit for being the chairperson or co-chairperson. The Master List is as follows:

CTA, ASA and CEA Meet and Confer
CTA, ASA and CEA Executive Boards
CTA and CEA Council or Representatives
Superintendent's Budget Review Committee
Professional Growth Committee

b. Verification for Master List Committees must be submitted each year to the Professional Growth Office for approval prior to requesting an additional increment.

(2) Other District-wide Committees

Ratio = 35:1 Unpaid

a. District-wide Committee work must consist of at least three or more people who are active on the committee.

b. No credit is granted for work on local campus committees. If the local campus establishes a committee that is of a unique nature, it can petition approval for credit through the Professional Growth Committee.
c. A memorandum from the committee chairperson or organizational officer must be attached to the properly signed Verification for Equivalent Credit Form and submitted to the Professional Growth Office for approval prior to requesting an additional increment. Verifying memorandums should include: a) Name of the committee, and b) Statement verifying number of hours worked on the committee.

d. All forms are available from the Principal's Office or Professional Growth Office.

e. Final approval by the Professional Growth Committee will be based on satisfactory completion of the above requirements.

d. City, County, State or National Committees

Maximum credit - Four (4) semester hours within each increment on the salary scale.

Ratio = 35:1 Unpaid

(1) Committee work must consist of at least three (3) or more people who are active on the committee.

(2) Any committee that is of a religious or political nature is not eligible for credit.

(3) A memorandum from the committee chairperson or organizational officer must be attached to the properly signed Verification for Equivalent Credit Form and submitted to the Professional Growth Office for approval prior to requesting an additional increment. Verifying memorandums should include: a) Name and description of the committee, and b) Statement verifying number of hours worked on the committee.

e. Community Service

Maximum credit - Four (4) semester hours within each increment on the salary scale.

Ratio = 35:1 Unpaid

(1) Community Service is described as a volunteer service by the individual which benefits the community at large.
(2) Community Services may be accumulated during the period required for each salary increment.

(3) A memorandum from an organizational officer must be attached to the signed Verification for Equivalent Credit Form and submitted to the Professional Growth Office for approval prior to requesting an additional increment. Verifying memorandums should include: a) Name and description of the community service, and b) Statement verifying number of hours worked on the committee.

(4) Any community service that is of a religious or political nature is not eligible for credit.

f. Professional Activities

Maximum credit - Four (4) semester hours within each increment on the salary scale.

Ratio = 35:1 Unpaid

(1) Professional Activity is described as that activity which is a part of or an outgrowth of the participant's professional affiliation in education; i.e., published writing, professional speaking, leadership in professional organizations, and development of instructional materials for use on a district-wide basis.

(2) Any Professional Activity that is of a religious or political nature is not eligible for credit.

(3) Professional activities may be accumulated during the period required for each salary increment.

(4) A memorandum from a person who can verify the activity must be attached to the signed Verification for Equivalent Credit Form and submitted to the Professional Growth Office for approval prior to requesting an additional increment. Verifying memorandums should include: a) Name and description of the Professional Activity, and b) statement verifying one (1) year’s work in that activity.

g. Conferences and Institutes

Maximum credit - Four (4) semester hours within each increment on the salary scale.

Ratio = 35:1 Unpaid
(1) Equivalent credit is granted for attendance at one or several conferences, institutes, seminars, clinics, etc. which total a minimum of thirty-five (35) clock hours of participation.

(2) The 35 hours may be accumulated during the period of each salary increment.

(3) Each participant keeps his/her own attendance sheet. Any number of conferences may be accumulated to total thirty-five (35) clock hours or one (1) semester hour.

(4) All conferences, institutes, etc. must be directly related to the participant's current assignment or professional affiliation.

(5) No Professional Growth Credit will be given when released time is granted.

(6) No Professional Growth Credit will be given when any kind of district reimbursement is granted other than payment of registration fees.

(7) The participant's own attendance sheet must be attached to the signed Verification for Equivalent Credit Form for each year and submitted to the Professional Growth Office for approval prior to requesting an additional increment.

5. Applying for equivalent credit

a. Verification of equivalent credit requests shall be submitted through the principal and appropriate educational supervisor to the Professional Growth Committee for final approval.

b. In the event that the Professional Growth Committee disapproves a verification request, the rationale for disapproval shall be transmitted to the employee.

c. If the employee submits a request in writing for reconsideration of a disapproved verification of equivalent credit, a hearing shall be granted by the Professional Growth Committee at which the request shall be considered.

d. In the event the initiator is not in agreement with the Professional Growth decision, s/he may then appeal to the Assistant Superintendent for Instruction.
C. PROCEDURE FOR FINAL APPROVAL OF 24-, 48-, and 72-HOUR INCREMENTS

1. Final approval for the 24-hour, 48-hour, and 72-hour increments shall be made on academic and equivalent credit during a personal interview with a representative from the Personnel Office. At this time, the employee requesting the additional increment should submit a Credit Evaluation Form and must supply official transcripts covering those courses which have been completed and approved by Professional Growth. Verification of District academic courses must be made by an official Certificate of Completion.

2. Those courses which are in progress, or courses that will be taken after the interview and before the termination date of completion (completed prior to September 1) must also be verified with the Personnel Office by official transcript. This may be done in person or by mail after the course work has been completed and transcripts received.

3. Employees completing the requirements for an increment before September 1, will have their contracts rewritten to reflect the earned increment provided proof of the completion of requirements (verification forms, transcripts and certificates of completion) for the increment is submitted to the Personnel Office prior to November 1.

4. Work must be completed prior to September 1. Verification forms, transcripts, and certificates of completion must be submitted to the Personnel Office prior to November 1.

5. Other than provided in 3) and 4) above, any apparent errors in the contractual amounts must be brought to the attention of the Personnel Office prior to October 1 of any school year, or within 90 days after receipt if the contract is received after September 1 of the school year.

SECTION 25

CAMPUS COMMITTEE

Upon approval of the Campus Committee Chairperson, a classified employee may be appointed as a regular member of the Campus Committee.
A. MAINTENANCE AND OPERATION

1. The District recognizes the necessity for training skilled employees in all Maintenance and Operation service areas, but especially in the crafts and plant engineer areas.
   
a. If classwork is required, the individual will be furnished with a list of classes which s/he is expected to complete.
   
b. A regular schedule of attainment of skills and/or completion of classes will be established. Failure to maintain acceptable progress will result in termination from the training program.
   
c. A certificate of completion will be awarded at the successful completion of the established training program.

2. There are five (5) steps in the trainee programs for engineers and craft maintenance personnel--Step 1, Step 2, Step 3, Step 4, and Step 5.

3. At the time a trainee is selected, a training program committee will meet with the trainee and develop an appropriate program of study. For crafts trainees, the committee will consist of the trainee, the appropriate craft chief, and the Division Manager of Plant Facilities and Operation (or designee). For engineer trainees, the committee will consist of the trainee, an operating engineer, and the Division Manager of Plant Facilities and Operation (or designee). A training agreement will be issued specifying the agreed-upon program of study.

4. Candidates for the trainee programs will start at the step indicated herewith if s/he has satisfactorily completed the required minimum number of approved courses.

<table>
<thead>
<tr>
<th>Step</th>
<th>Courses</th>
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<tbody>
<tr>
<td>Step 2</td>
<td>2</td>
</tr>
<tr>
<td>Step 3</td>
<td>4</td>
</tr>
<tr>
<td>Step 4</td>
<td>6</td>
</tr>
</tbody>
</table>

5. When trainees have completed the minimum number of courses required to start at a higher step (A.4 above), and have attained a satisfactory performance evaluation, trainees may advance from Step 1 to Step 2, and from Step 2 to Step 3, with less than one year of on-the-job training at the previous step.
6. An engineer trainee must be at least on Step 4 of the trainee program and must have achieved sufficient skill and training to be recommended by the Division Manager of Plant Facilities and Operation to be considered an advanced engineering trainee. Before trainees are appointed to be responsible for the operation of a boiler room, recommendation shall be sought from the Campus Plant Manager and the Operating Engineer.

7. When an Engineer Trainee has satisfactorily completed one year as a Step 5 trainee s/he will then move to the Engineer level.

8. When a Step 5 Crafts trainee has completed his/her training program satisfactorily, s/he will then move to the crafts level.

9. When a district employee is selected for the trainee program, s/he will retain his/her pay rate at the time of entrance into the program if placement on the trainee salary schedule would result in a reduction in pay. When this occurs, that individual will continue on this pay rate with no annual pay adjustments until such time as the person is qualified to be placed on a step of the trainee schedule, which will provide pay at the same or a greater rate. Thereafter, the person will progress per the trainee schedule.
SECTION 27

SAFETY

A. The District shall furnish all equipment required for personal safety. Every employee is expected to accept safety and accident prevention as an active part of his/her job assignment. S/He should observe and report safety hazards as a basic job requirement to his/her immediate supervisor.

B. An employee shall have the right to refuse to carry out an order that might be hazardous to him/her or those around him/her or when it is not related to his/her craft, trade, or position wherein there would be a potential hazard to the employee. When such a circumstance arises, the appropriate supervisor shall immediately review the alleged hazard.

C. At no time shall an employee be required to search for any form of explosives on or around the school property. Nor shall s/he be required to act as a police/security force in mob control or any act of force by others. An employee may volunteer for such duties if s/he wishes to do so.

D. No less than two (2) custodians will be assigned to a night shift at any location.

SECTION 28

ON-THE-JOB ACCIDENTS RESULTING IN INJURY

A. The law requires the District to participate in a compensation insurance plan approved by the Industrial Commission of the State of Arizona. Refer to the Industrial Commission schedule, Appendix B.

B. All on-the-job accidents resulting in injury shall be reported to the employee's immediate supervisor.
SECTION 29
UNIFORMS AND IDENTIFICATION

A. ALL CLASSIFIED PERSONNEL
   1. Clothing appropriate to job duties is to be worn at all times the employee is on duty.
   2. Employees are required to possess identification cards at all times they are on duty. Employees not possessing these identification cards are subject to removal from District premises. When so requested by the appropriate authority, the employee must present his/her card.
   3. All employees will be issued an identification card.

B. FOOD SERVICES PERSONNEL
   1. All Food Services personnel are to wear uniforms of regulation style and white and/or pastel in color, as set by the Food Services Division, at all times they are on duty.
   2. Employees furnish their own uniform.

SECTION 30
CHIEF AND LEAD ASSIGNMENTS

A. When there are two (2) to five (5) workers employed in a craft classification, one shall be designated chief.

B. When there are six (6) or more workers in a craft classification, one shall be designated chief and one shall be designated lead.
SECTION 31
LINE OF AUTHORITY

A. General operating procedure provides that each employee shall have one (1) immediate supervisor only. Each employee shall be notified in the first two (2) weeks of the work year who his/her immediate supervisor is. Requests for services of the employee(s) should be made to the employee's supervisor who will make assignments to personnel under his/her supervision.

B. When requests for employee services are not being made in accord with general operating procedure, such should be brought to the attention of the appropriate administrator for the purpose of rectifying the situation. However, no employee shall be disciplined for insubordination as a result of a refusal to carry out a work order issued by someone other than his/her immediate supervisor.

SECTION 32
SAVINGS CLAUSE

The provisions in the Classified Handbook are subject in all respects to the laws of the United States and the State of Arizona with respect to the powers, rights, duties, and obligations of the Board, and in the event that any provisions shall at any time be held contrary to law, then such provisions shall be of no force and effect, but all other provisions be continued in full force and effect. It is understood that formal legal opinion issued by the Office of the County Attorney, and concurred in by the office of the Attorney General, shall have the force of law for the Governing Board.

The Handbook shall not conflict the policies of the Governing Board.

The provisions in the Handbook shall not be changed without the mutual consent of the Board and the Representative Group during the period July 1 to June 30.
SECTION 33
PAY PERIOD

The pay period shall normally be bi-weekly. Every other Friday is the regular pay day.

SECTION 34
DUES DEDUCTION

The District provides to employees the opportunity to have approved organization(s) dues withheld from the employee's pay on a regular basis. The employee must sign an appropriate form authorizing such deduction. Such authorization shall continue in effect unless subsequent to June 1 and prior to September 15 of any year, such authorization is formally revoked by the employee in writing and copies thereof are delivered to the group representative and the Personnel Office. The deduction of membership dues upon member's request shall be made in equal amounts from twelve (12) regular pay checks following the receipt and processing of the request, and the Board agrees to remit promptly to the respective group all monies deducted accompanied by a list of employees from whom the deductions have been made. Approved organizations shall notify the School District Administration's Payroll Department of any changes of address for submitting dues.
SECTION 35
OVERTIME AND COMPENSATORY TIME

A. Compensation for all classified employees covered by this Handbook shall be in compliance with applicable state and federal laws.

B. Any period worked beyond the standard forty (40) hour workweek must be approved in writing by the Principal, Educational Unit Administrator, Director, Division Manager, or the Administrator designated to control overtime or compensatory time prior to that work period. These periods will be worked in fifteen (15) minute (or quarter-hour) segments.

C. Support Services Personnel have an option of requesting overtime payment or compensatory time.

D. All other Classified Personnel (except for Food Services Personnel whose status is explained below) must be paid overtime for any time worked in excess of forty (40) hours per week.

E. Procedures for granting and using compensatory time for eligible employees are detailed herewith.

1. The eligible employee with prior permission from the administrator identified in (B) above to work beyond the forty (40) hour week, must indicate whether s/he chooses the compensatory time option, and have the choice approved by the administrator. This decision cannot be reversed once the extra work period is over.

2. The amount of compensatory time allowed will be recorded and will be computed on the basis of one hour of compensatory time off for each hour worked in lieu of cash payment.

3. Unless otherwise granted in writing by the administrator identified in (B) above, compensatory time shall be used within two (2) weeks after it is earned, and shall not exceed eight (8) hours at any one time.

4. No more than the equivalent of one (1) day of compensatory time may be added to a vacation period or recess period, and then only with the prior written permission of the administrator identified in (B) above.

F. Procedures for granting overtime payment for all classified employees not eligible for or not choosing the option of compensatory time are detailed herewith:
1. Overtime (except for Food Services Personnel identified below) will be paid to eligible employees for all time, in quarter-hour segments, worked beyond the forty (40) hour week.

2. The eligible employee must have prior permission from the administrator identified in (B) to work overtime.

3. Vouchers for overtime pay are to be submitted by that administrator to the Payroll Department bi-weekly.

G. Overtime pay will be computed as follows (except for Food Services Personnel as explained below):

1. Any overtime approved beyond the standard forty (40) hour workweek will be computed at time and one-half the regular time. Regular time is exclusive of payment for TSA in lieu of health insurance.

2. All work performed by employees whose workweek started on Monday, and all work performed on Monday by employees whose workweek started on Tuesday, shall be compensated at time and one-half the regular time, if in excess of forty (40) hours during that week.

3. All work performed on Sunday by those employees whose workweek starts on either Monday or Tuesday shall be compensated at double the regular time.

4. When an employee is required to perform work on a legal holiday as designated on the school calendar, s/he shall be paid at the rate of double his/her regular rate of pay for such work performed on the holiday, even if the holiday falls on Sunday. There will be no additional Sunday pay.

5. When overtime is required, the employee(s) performing such work during his/her regular assignment will continue work into the overtime period.

6. Overtime shall be divided as equally and equitably as possible among employees normally performing that type of work.

H. Procedures for Food Services Personnel are as follows:

1. Permanent Food Services personnel who work a standard forty (40) hour week are eligible for either overtime or compensatory time as approved by the Food Services Division Manager or designee in accord with paragraphs E., F., and G.

2. Permanent Food Services personnel who work less than a forty (40) hour week and who are required to work hours in excess of their regular schedule for extra dinners shall be paid time and one-half for the time in excess of their regular schedule.
3. Temporary short hour Food Services personnel who work in excess of their regular schedule will be paid at their regular rate of pay for the time in excess of their regular schedule. However, any short hour employee who has completed his/her normal shift and left work and returned to work (to work a banquet or other activity) will be paid time and one-half for the time worked upon return to work.

4. Food Services personnel who have completed his/her normal shift, left work, and have to return to work (banquet or other activity) will be paid a minimum of two hours at overtime rate.
SECTION 36

CALLBACK PAY

A. SCHEDULED CALLBACK PAY

1. An employee called to work for a scheduled activity between the closing time of his/her regular work shift and the starting time of his/her next regular work shift shall be paid a minimum of two (2) hours' pay at the applicable overtime rate, except as provided in Section 35, Overtime, Paragraph B. This callback time will not apply to overtime worked consecutive to his/her regular work shift.

B. UNSCHEDULED OR EMERGENCY CALLBACK PAY

1. An employee called to work for an unscheduled or emergency occurrence between the closing time of his/her regular work shift and the starting time of his/her next regular work shift shall be paid a minimum of two (2) hours pay at double the normal rate of pay, except as provided in Section 35, Overtime, Paragraph B. This callback time will not apply to overtime worked consecutive to his/her regular work shift.

SECTION 37

HIGH TIME PREMIUM

A. MAINTENANCE AND OPERATIONS

On any operation where there is a possibility of a free fall of twenty-five (25) feet or more, double time shall be paid for the time spent on the operation in fifteen (15) minute segments.
SECTION 38
PAYMENT FOR STUDENT ACTIVITY WORK

All Classified employees may be considered for certain supervisory work related to student activities, as allowed by State Statutes, required for activities supported by admission fees or activities provided out of student funds. The current rate of pay for these activities is $8.00 per hour, paid to the nearest quarter hour for the supervisory service.

A minimum of one hour will be paid for show up time for cancelled night athletic contests.

SECTION 39
MILEAGE

A. An employee who is required to travel from one location to another during a work period shall be paid at his/her regular rate of pay for time spent in such travel; and, where the distance of travel requires transportation, the District shall attempt to furnish transportation. Paragraph B of this section will apply.

B. In certain situations, the employees may be required to furnish transportation. At such time, mileage will be paid by check separate from the regular pay check at the District's current approved mileage rate, which will be equal to State Government mileage rate.

C. Any school employee listed on the budget shall be insured at his/her own expense by liability insurance for $15,000 per person or $30,000 per accident while driving his/her own car in connection with school business.
SECTION 40
TEMPORARY CLASSIFIED PERSONNEL

A. DEFINITION OF TEMPORARY PERSONNEL

The term "temporary personnel" shall include classified employees hired for short periods of time for overload of work during peak work periods. Except for temporary personnel who are hired to assist during the summer period (approximately June 1 through August 31), and cafeteria workers employed for less than four (4) hours per day, temporary personnel will be hired only when absolutely necessary and should not be employed longer than thirty (30) continuous workdays.

B. PAYMENT OF TEMPORARY PERSONNEL

1. When temporary personnel are hired, they shall be paid within the applicable range of pay as presented in Appendix A.

2. Temporary personnel receive no fringe benefits except Industrial Commission insurance coverage.

SECTION 41
SUBSTITUTE CLASSIFIED PERSONNEL

A. DEFINITION OF SUBSTITUTE PERSONNEL

The term "Substitute Personnel" shall include classified personnel hired for short periods of time as substitutes for employees who are ill or off work for other approved reasons.

B. PAYMENT OF SUBSTITUTE PERSONNEL

1. When substitute personnel are hired, they shall be paid in accordance with Appendix A.

2. Substitute personnel receive no fringe benefits except Industrial Commission insurance coverage.

C. ELIGIBILITY FOR PERMANENT STATUS

Should the employee who is being replaced on a substitute basis not return to work, the job vacancy will be advertised. The substitute does not have priority for this position. If such substitute applies for and is selected to fill the vacancy, and there is no break in his/her continuity of service, the number of days s/he served as a substitute shall be counted in his/her probationary period. All fringe benefits will become effective as of the date of permanent employment in accordance with normal effective dates.
SECTION 42

PROMOTION TO HIGHER CLASSIFICATION

A. An employee who is promoted to a higher classification shall move to the higher classification in accord with one of the following:

1. Be placed on the higher classification to provide increases as follows:

- One range promotion: 3% Increase
- Two range promotion: 6% Increase
- Three range promotion: 9% Increase
- Four range promotion or more: 12-1/2% Increase

If necessary to meet the minimum increases identified, a promoted employee may be placed on a higher step of the new range than s/he was on at the time of promotion.

If a salary increment is due the employee at the time of transfer, it shall be credited prior to the movement to the higher classification. An employee with more than six (6) months' continuous service from the date of employment, who has been promoted, shall receive the annual increment the following July 1 in accord with the transition to the new salary schedule.

2. In no event shall an employee in a position on a given range be granted a salary that exceeds the top step of that range (exclusive of Professional Growth and/or longevity increments).

B. Whenever promotions are made to higher classifications, selection will be made on first, the employee's experience, training, and knowledge in relation to the position requirement; and, second, on the employee's seniority. The District reserves the right to select the best person for the position, regardless of whether or not this person is an employee of the District.

C. An employee whose position has been reclassified to a higher classification shall move to the higher classification on the same step.

D. There are certain job categories in skilled and technical areas as listed below in which the progression from one level to another is dependent on the acquisition of a higher level of skill. Recommendation to move to the next higher level is made to the appropriate Assistant Superintendent through the intermediate levels of administrators by the Immediate Supervisor. Such recommendations may not be made until the employee has served at least six (6) months in his/her current position.
Job description standards identifying required skills will be used to determine that the employee has acquired these skills. The employee must also have satisfactorily demonstrated that s/he possesses the necessary skills. Achievement of the skill level will be verified at the time of the annual employee evaluation.

Recommendations for advancement to the next higher level will be made prior to the time duties at the new level are assigned on a regular continuing basis.

The recommendation must be concurred by the appropriate Assistant Superintendent who submits it to the Personnel Office. Staffing standards for the department or division must be adhered to, regardless of the recommendation, and may not be exceeded. Approved recommendation for change in level will be effective on the following July 1 or January 1 of any given year, whichever comes first.

The job categories to which this specific paragraph applies are limited to the following categories:

1. Buyer I; Buyer II.
2. Drafting Specialist I; Drafting Specialist II; Drafting Specialist III
3. Word Processing Equipment Operator I; Word Processing Equipment Operator II.
4. Account Clerk I; Account Clerk II; Account Clerk III; Accounting Technician.
SECTION 43
TRANSFER TO ACTING STATUS IN A HIGHER CLASSIFICATION

A. PERMANENT EMPLOYEES TRANSFERRED TO ACTING STATUS

Permanent employees who are transferred to an acting status in a higher classification, after five consecutive work days retroactive to the starting date of the acting assignment, will be paid in accordance with Paragraph B of this section.

B. PAY FOR ACTING STATUS

1. Employees transferred to an acting status will be paid as follows:

   a. If the position assumed on an acting status is one range higher than permanent classification, step placement will provide for a minimum of a 3% increase; if two ranges higher, a minimum of 6% increase; if three ranges higher, a minimum of a 9% increase; and if four or more ranges higher, a minimum of 12-1/2% increase.

   b. The hourly rate of the classification of the assumed position.

   c. Section 42 does not apply to an employee temporarily replacing another employee on vacation or to temporary employees.

This section is applicable only to permanent employees who are replacing an interim basis an employee in an existing staff-allocated position at a higher classification which is vacant due to illness of incumbent, leave of absence, or due to resignation or termination of employee who held the position.

   d. In no event shall an employee in a position on a given range be granted a salary that exceeds the top step of that range (exclusive of Professional Growth and/or longevity increments).

C. APPOINTMENT/SELECTION TO ACTING STATUS

1. In the absence of a permanent employee for an interim period of time, a member of the current staff of that school or department (if at the DAO or DSO) may be appointed to acting status immediately by the appropriate administrator or supervisor.

   a. Assignment to acting status will be made on the employee's experience, training, and knowledge in relation to the requirements of the position.
2. If a member of the current staff is not appointed to an acting status and if it is estimated that the position is going to be open for thirty (30) workdays or longer and is going to be filled, the interim opening will be advertised.

   a. Employees interested in the position, which will be an assignment for an interim period of time, must make application for the position within five (5) days.

   b. Selection will be made from the applicants. Preference will be given to District applicants; however, the District reserves the right to select the person for the position whether the person is an employee of the District or not.

   c. If the position has been advertised, applicants will be notified by memorandum to be posted on the bulletin board(s) when the interim assignment has been made. The memorandum will indicate the name of the person who was selected to fill the opening for the interim period.

D. RETURN TO PERMANENT ASSIGNMENT

1. Upon completion of the interim assignment, the employee will return to his/her former classification and rate of pay. The employee returning to his/her former classification shall have included in his/her permanent personnel file a record of the employee's service in the higher classification which shall include but not be limited to:

   a. Length of service in higher classification.

   b. Identification of immediate supervisor in higher classification.

   c. Job title of higher classification.

2. This information will be sent to the Personnel Office by the supervisor of the employee.

E. In the absence of the Campus Plant Manager due to illness or vacation, the Day Engineer assigned to that campus shall temporarily assume the position of Campus Plant Manager (or lead Engineer if no Day Engineer).
SECTION 44

PERMANENT TRANSFER TO LOWER CLASSIFICATION

A. VOLUNTARY TRANSFER TO LOWER CLASSIFICATION

1. An employee who voluntarily transfers from a higher classification will be placed on the same step of the lower classification as the employee had on the higher classification; or be placed at an hourly rate of the lower classification when there is no step schedule.

B. INVOLUNTARY TRANSFER TO LOWER CLASSIFICATION

1. An employee whose position is eliminated and who is transferred to a position of lower classification will be placed on the step of the lower classification which is closest to the rate of pay the employee was on at the higher classification, or be placed at the hourly rate of the lower classification when there is no step schedule.

2. In no event shall an employee in a position on a given range be granted a salary that exceeds the top step of that range (exclusive of Professional Growth and/or longevity increments).

C. DEMOTION TO LOWER CLASSIFICATION

1. An employee who is demoted from a higher classification to a lower classification will be placed on the same step of the lower classification as the employee had on the higher classification; or be placed at the hourly rate of the lower classification when there is no step schedule.

SECTION 45

TEMPORARY TRANSFER TO LOWER CLASSIFICATION

An employee who is temporarily transferred from a higher classification to a lower classification shall continue to receive his/her regular rate of pay at the higher classification during such temporary assignment period.
Job descriptions for all positions are maintained by the District. All job descriptions identify general duties of each position and are applicable to the entire classification, not just to a specific individual.

If an employee, a group of employees, or an immediate supervisor feel that a significant change in responsibility has occurred in the required duties of a position, the Division Manager, Director, Educational Unit Administrator, or Principal may write a new job description and then submit to the appropriate Assistant Superintendent; or, an employee, or group of employees, may submit a request to the Personnel Office that their job description be reviewed. The request must contain the current description and specific statements as to the significant changes in duties that are regular and continuous.

The Personnel Office will forward the request to the appropriate administrator(s) for review and return with recommendations. If there is approval, the revised description will be forwarded to the appropriate Assistant Superintendent. If there is or is not approval, the originator will be advised.

The Personnel Office shall advise the CEA of job description revisions on a quarterly basis.

The employee has the right to appeal a denial of a job description revision request to the appropriate Assistant Superintendent.

If the revised job description is not approved by the Assistant Superintendent, it will be returned to the originator, with a rejection memorandum. The employee(s) requesting the job description revision will be so advised.

If the revised job description is approved by the Assistant Superintendent, it will be forwarded to the Personnel Office with a copy to CEA.

Upon receipt of the approved job description by the Personnel Office, an analysis of the description will be made to determine if a wage adjustment should be recommended.

All recommendations for revised job descriptions must be submitted to the appropriate Assistant Superintendent by February 1, and acted upon by April 1. Normally, the revised job description will become effective July 1 of each fiscal year.
SECTION 47

WAGE ADJUSTMENT

1. An ad hoc committee will be formed and begin meeting in February. It shall be comprised of Personnel Office administrators and a maximum of three CEA members. Each year this committee will evaluate and compare a number of positions in the District to other school districts and other public and private employees in the immediate surrounding area. The positions compared to other employers will then be compared to other positions in the District. Recommendations for wage adjustments will be submitted to the Superintendent. Recommendations for which there is not unanimous agreement will be identified and a dual recommendation may be submitted.

2. An employee whose position has been adjusted to a higher classification, shall move to the higher classification on the same step or at the hourly rate when there is no step schedule regardless of the amount of the increase.

3. An employee whose position has been adjusted to a lower classification shall move to the lower classification and be placed on the step of the lower classification which is closest to the rate of pay the employee was on at the higher classification or be placed at the hourly rate of the lower classification when there is no step schedule.

If such placement results in a reduction in pay rate, no downward adjustment will be made for that individual. When this occurs, that individual will continue on or at the previous rate of pay with no annual pay adjustments until the adjusted rate catches up or until the person changes to another position.

4. All approved wage and salary adjustments are made as of July 1 of each year.

SECTION 48

PLACEMENT ON THE SALARY SCHEDULE

A. Employees new to the District shall be placed on the first step or appropriate hourly rate of the salary schedule applicable to the position and classification which is being assumed by the employee, except as indicated below.
B. New employees may be granted advance placement on the support services salary schedule at time of employment in accord with the following:

1. New employees who have an Associate in Arts Degree at time of employment will be granted one step on the salary schedule and start at step 2.

2. New employees who have a Bachelor's Degree at time of employment will be granted two steps on the salary schedule and start at step 3.

3. New employees who have a Masters Degree at time of employment will be granted three steps on the salary schedule and start at step 4.

4. New employees who have prior experience in a position where it can be determined that the job was the same, will be granted one step on the salary schedule for each school year equivalent of full time employment of such experience with a three year maximum, and be placed on step 2, 3 or 4, as appropriate. Such employment must have been no longer than three years ago in order to have credit granted.

5. A maximum of three steps will be granted regardless of any combination of 1, 2, 3, and 4 above.

C. In the reemployment of an employee to a position of the same or lower range within twelve (12) months of disassociation, the employee will be placed on the same step of the salary schedule as held at the time of disassociation. A returning employee who has been away from the District for more than twelve (12) months, but not in excess of thirty-six (36) months, will receive credit not to exceed three steps and be placed on step 4 for directly related experience in the Phoenix Union High School District. A returning employee who has been away from the District for more than three (3) years will receive no advance step placement other than provided for in B. 1. and 2. above.
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1. Professional Growth columns on the salary schedule indicating amounts above the top step are applicable only when an employee has reached the top of the range on which the employee's position is located and (a) is eligible for one, two or three professional growth increments as outlined in the Professional Growth Chapter in the Classified Handbook; or (b) possesses an Associate, Bachelor's or Master's degree as outlined in the Placement on the Salary Schedule Chapter in the Classified Handbook.

2. The annual salary of Food Services personnel is determined by using the hourly rate as identified in the above schedule and multiplying it by the number of hours worked per day times the applicable number of days in the work year.

3. Employees achieving fifteen (15) years of service credit or more during the 1985-1986 year, will receive a longevity increment of $375. Employees achieving 20 years of service credit or more during the 1985-86 year will receive a second increment of $375. Employees achieving 25 years of service credit or more during the 1985-1986 year, will receive a third longevity increment of $375.
# Section 50

## Maintenance and Operations Personnel

### Salary Schedule

**1985-86**

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<td>15,201</td>
</tr>
<tr>
<td>After First Year</td>
<td>8.76</td>
<td>18,291</td>
</tr>
<tr>
<td>Night Sweeper Operator</td>
<td>9.07</td>
<td>18,938</td>
</tr>
<tr>
<td>Sanitation Truck Operator</td>
<td>9.07</td>
<td>18,938</td>
</tr>
<tr>
<td>Laborer/Mover</td>
<td>5.98</td>
<td>12,485</td>
</tr>
</tbody>
</table>

Craft and Engineer Trainee

Trainee Schedule

Employees achieving fifteen (15) years of service credit or more during the 1984-85 year, will receive a longevity increment of $375. Employees achieving twenty (20) years of service credit or more will receive a second longevity increment of $375. Employees achieving twenty-five (25) years of service credit or more will receive a third longevity increment of $375.
## DIFFERENTIALS

<table>
<thead>
<tr>
<th>Maintenance and Operations</th>
<th>Rate Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Chief Rate - Crafts</td>
<td>$ 1.00</td>
</tr>
<tr>
<td>Lead Rate - Custodians</td>
<td>.75</td>
</tr>
<tr>
<td>Chief Rate - Crafts</td>
<td>.45</td>
</tr>
<tr>
<td>*Night Shift - Custodians</td>
<td>.32</td>
</tr>
<tr>
<td>Lead Rate - Crafts and Engineers</td>
<td>.20</td>
</tr>
<tr>
<td>*Evening Shift - Custodians</td>
<td>.16</td>
</tr>
<tr>
<td>All other M&amp;O Employees</td>
<td>.16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Support Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Evening Shift - Support Services*</td>
<td>.16</td>
</tr>
</tbody>
</table>

*Applicable to all except Night Security Aide I, Night Security Aide II, and Night Computer Operator II.

Custodians, lead engineers and building maintenance workers working combination of evening and day shift during year, receive $.13 per hour differential throughout entire year.

Custodians, lead engineers and building maintenance workers working combination of night and day shift during the year receive $.25 per hour differential throughout entire year.

-95-
<table>
<thead>
<tr>
<th>Step</th>
<th>Requirements</th>
<th>Hourly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>No prior experience or classroom training.</td>
<td>$5.93</td>
<td>$12,382</td>
</tr>
<tr>
<td>II</td>
<td>Satisfactory completion of not less than two prescribed courses and one year of on-the-job training.</td>
<td>6.69</td>
<td>13,760</td>
</tr>
<tr>
<td>III</td>
<td>Satisfactory completion of four prescribed courses and one year of on-the-job training at Step II.</td>
<td>7.26</td>
<td>15,159</td>
</tr>
<tr>
<td>IV</td>
<td>Satisfactory completion of six prescribed courses and one year of on-the-job training at Step III.</td>
<td>7.90</td>
<td>16,495</td>
</tr>
<tr>
<td>V</td>
<td>Satisfactory completion of all prescribed courses and one year of on-the-job training at Step IV.</td>
<td>9.07</td>
<td>18,938</td>
</tr>
</tbody>
</table>

- Step II  - Two courses
- Step III - Four courses
- Step IV  - Six courses
APPENDIX A

STUDENT HELP AND SUBSTITUTE AND TEMPORARY PERSONNEL

A. Student Help

1. When student help is hired, they shall be paid according to the following schedule:

   Student help at schools (on campus) Minimum Federal hourly wage
   Student help working nights at schools Minimum Federal hourly wage
   Student help at location other than where the student attends school Minimum Federal hourly wage

2. When Cooperative Work Experience students are hired, the rate of pay shall be determined by the appropriate supervisor. The rate shall not be below the minimum Federal hourly wage.

3. When Special Education students are hired, the rate of pay shall be determined by the appropriate supervisor. The rate shall not be below fifty percent of the minimum Federal hourly wage.

4. All student help is temporary help.

B. Minimum Federal Hourly Wage

   January 1, 1983 - $3.35 per hour

C. Temporary and Substitute Personnel

1. Support Services

   a. Temporary and substitute personnel hired to replace support services employees will be paid at the rate of the first step of the range of the appropriate classification up to a maximum of $5.00 per hour.
2. Custodians/Groundskeepers

   a. Temporary and substitute personnel hired to replace custo-
      dians and groundskeepers will be paid no less than the
      appropriate minimum hourly wage indicated in paragraph B
      above, nor more than $5.00 per hour.

3. Crafts Maintenance

   a. Temporary and substitute personnel hired to replace crafts
      maintenance workers will be paid no less than the appro-
      riate minimum hourly wage indicated in paragraph B above,
      nor more than 75% of the craft maintenance worker rate.
## APPENDIX B

**INDUSTRIAL COMMISSION INSURANCE**

<table>
<thead>
<tr>
<th>TIME MISSED</th>
<th>COMPENSATION FROM INDUSTRIAL COMMISSION</th>
<th>COMPENSATION FROM SCHOOL DISTRICT</th>
<th>CHARGE AGAINST SICK LEAVE ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 8 calendar days</td>
<td>None</td>
<td>Base pay for time missed until sick leave expires.</td>
<td>Day for day on time missed. Example: 5 work days missed - charge sick leave 5 days.</td>
</tr>
<tr>
<td>8 through 13 calendar days</td>
<td>A percentage of employee's pay as determined by the Industrial Commission formula, excluding first seven calendar days.</td>
<td>Balance of base pay for 8th through 13th calendar days until sick leave expires.</td>
<td>For that portion of time compensated by District. Example: 8 work days missed - Charge sick leave 5 full days plus .35 x 3 = 1.05 or a total of 6 days. District paid 35% of wages.</td>
</tr>
<tr>
<td>14 calendar days or more</td>
<td>A percentage of the employee's pay as determined by the Industrial Commission formula, including the first seven calendar days missed.</td>
<td>Balance of base pay for all the time missed until sick leave expires. Difference of base pay and that paid for by the Industrial Commission.</td>
<td>For that portion of time compensated by District. Example: 20 work days missed - charge sick leave .30 x 20 = 6 days. District paid 30% of wages.</td>
</tr>
</tbody>
</table>

Sick leave charged is same percentage as compensation paid by the District. Payroll will round to the nearest half-day in adjusting sick leave account in accordance with this schedule.
PHOENIX UNION HIGH SCHOOL DISTRICT #210
CALENDAR
1985-86

SUMMER

Thurs. 
July 4 
Independence Day (H)

FIRST SEMESTER

Mon. 
Aug. 26 
New Teacher Orientation

Tues. thru Fri. 
Aug. 27 thru 30 
In-Service Training/Preparation, All Teachers

Mon. 
Sep. 2 
Labor Day (H)

Tues. 
Sep. 3 
Classes Begin

Fri. 
Nov. 1 
End of First Term

Mon. 
Nov. 11 
Veteran's Day (H)

Thurs. 
Nov. 28 
Thanksgiving Day (H)

Fri. 
Nov. 29 
Thanksgiving Recess

Mon., Tues. 
Dec. 23, 24 
Winter Recess (*)

Wed. 
Dec. 25 
Christmas Day (H)

Thurs. thru Tues. 
Dec. 26 thru 31 
Winter Recess (*)

Wed. 
Jan. 1 
New Year's Day (H)

Thurs., Fri. 
Jan. 2, 3 
Winter Recess(*)

Mon. 
Jan. 20 
Martin Luther King Birthday (H)

Wed., Thurs. 
Jan. 22, 23 
Semester Examinations

Fri. 
Jan. 24 
Report Preparation--No Classes

Fri. 
Jan. 24 
End of Second Term/First Semester

SECOND SEMESTER

Mon. 
Jan. 27 
Classes Begin

Mon. 
Feb. 17 
Presidents' Day (H)

Mon. thru Thurs. 
Apr. 24 thru 27 
Spring Recess (*)

Fri. 
Mar. 28 
Recess Day (H)

Fri. 
Apr. 4 
End of Third Term

Mon. 
May 26 
Memorial Day (H)

Wed., Thurs. 
June 4, 5 
Semester Examinations

Thurs. 
June 5 
Graduation Day

Fri. 
June 6 
Report Preparation--No Classes

Fri. 
June 6 
End of Fourth Term/Second Semester

KEY: (H) All employees off
(*) Twelve-month employees work four of the eight Board-declared Winter Recess days and two of the four Spring Recess days.

NUMBER OF TEACHING DAYS

| Term 1 | 44 |
| Term 2 | 45 |
| Term 3 | 44 |
| Term 4 | 43 |
| Semester 1 | 89 |
| Semester 2 | 87 |
| Total | 176 |
APPENDIX D
TRAVEL REGULATIONS

I. PROCEDURES FOR INITIATING TRAVEL REQUESTS

A. TRAVEL REQUEST FORMS

District personnel representing the District in any capacity must submit a travel request for any destination outside the metropolitan area whether there is expense to the District or not. The metropolitan area is interpreted to include Avondale, Chandler, Dysart, Gilbert, Glendale, Goodyear, Laveen, Litchfield Park, Mesa, Paradise Valley, Peoria, Scottsdale, Sun City, Sunnyslope, Tempe, Tolleson, and Youngtown. When any expense is involved for travel within the Metropolitan area, a travel request must be submitted to the principal or supervising administrator who will forward the pink copy to the finance division to initiate payment or reimbursement.

B. CTA AND ASA RECOMMENDED ALLOCATIONS

The CTA and ASA will recommend the allocation of budget travel monies for their respective groups to the Assistant Superintendent for Instruction. The Assistant Superintendent for Instruction has jurisdiction over all in-state travel; however, final approval for out-of-state travel rests with the Governing Board. The lists of travel being requested by the CTA and ASA should be in the Office of the Assistant Superintendent for Instruction no later than June 1 for all travel requested during the period from July 1 through October 30, and no later than October 1 for all travel requested during the period from November 1 through June 30 of each school year. Travel reimbursed from non-local funding; i.e., V.E.A., Chapter I, etc., must also be approved either by the Assistant Superintendent for Instruction or the Governing Board. During the year, both CTA and ASA may recommend for reallocation funds unused earlier in the year by their respective group members.

C. PERSONNEL ELIGIBLE FOR REIMBURSEMENT

Only District personnel under contract are eligible for reimbursement from District funds. An employee approved to travel while not under contract must be issued a short-term non-paid contract prior to the travel in order to qualify for reimbursement as well as insurance coverage.

D. USE OF DISTRICT VEHICLES

If available, District vehicles may be provided for approved travel within the state. Approval for District vehicles to go out of state will be on recommendation of the appropriate administrator to the Assistant Superintendent for Instruction. Recommendations will be based on a careful analysis of distance, safety factor, time, and economics. In all instances, vehicles should carry only the number of passengers for which that vehicle is rated. Failure to comply with this requirement and normal safety regulations may be construed as gross negligence.
E. **NO DISTRICT VEHICLES USED FOR TRAVEL INTO MEXICO**

Under no circumstances will District vehicles be used for travel into Mexico. Since our liability insurance provides coverage only within the continental limits of the United States and Canada, neither District vehicles nor privately owned vehicles are covered while traveling in Mexico on school business. For additional details on travel insurance, all personnel should refer to and be acquainted with the brochure entitled District Wide Insurance Coverage - General Information. This brochure has been distributed to all personnel. Specific questions concerning liability exposure and insurance coverage related to travel and the use of vehicles should be referred to the Finance Division Manager at 256-3619.

F. **SUBSTITUTE COVERAGE WILL BE PROVIDED WHEN:**

1. Students are taken on an approved field trip.
2. CTA has recommended travel funds for an individual and/or when the Assistant Superintendent for Instruction has approved travel requests not requiring District funds.
3. The traveler is either an officer of the sponsoring organization or is to be an active participant in the program.
4. The sponsoring organization will pay for the substitute.
5. Funds are available from some source other than the District budget; i.e., VEA workshop funds.

G. **PRIOR APPROVAL**

When a District employee travels without prior approval, s/he is not covered by insurance and will lose a day's pay for each work day missed.

H. **PRELIMINARY REQUEST FOR TRAVEL FUNDS**

District personnel wishing to travel at District expense should first submit a preliminary request for travel funds to their respective association (ASA or CTA). Only when they receive verification that they are being recommended for reimbursement should they submit a travel request form (M-2) through their Principal or Supervising Administrator. Travel within a 50-mile radius may be approved by the Principal or Supervising Administrator. Travel outside a 50-mile radius must have the approval of the Assistant Superintendent for Instruction and be received in that office no less than 21 School days prior to travel.

I. **TRAVEL REQUESTS TO BE FILLED IN COMPLETELY**

Travel requests should be filled in completely and accurately and a copy of the program, conference, or field trip itinerary attached whether the travel is in or out-of-state. Travel requests that are incomplete or incorrect will be returned to the Principal or Supervising Administrator.
II. PROCEDURES FOR REIMBURSEMENT OF TRAVEL EXPENSES

This procedure applies only to employees who have submitted a Travel Request Form and received approval for travel. Exceptions to these procedures must be approved in advance by the Superintendent or the Assistant Superintendent for Instruction.

A. TRAVEL ARRANGEMENTS

1. AIR, RAIL, BUS TICKETS

Reservations for travel should be made by the traveler through a District approved travel agency. Travelers may pay for tickets with reimbursement after completing a travel claim, or travelers may have the District purchase the ticket in advance. To allow District purchase of a ticket(s), an approved requisition must be sent to the Finance Division.

2. REGISTRATION FEES

Registration fees that are travel-related may be paid by the traveler with reimbursement after completing a travel claim, or the traveler may have the District purchase the registration fee in advance. To allow District purchase of registration, an approved requisition must be sent to the Finance Division. In addition, the traveler must indicate on the requisition (when paid by District) or on the receipt (when paid by traveler) what lodging and meals, if any, are included in the Registration Fee.

3. ALL OTHER

All other arrangements are the responsibility of the traveler. See the District Travel Regulations regarding use of District vehicles.

B. ENTITLEMENT FOR REIMBURSEMENT OF TRAVEL EXPENSES

The expense categories which are reimbursable and the maximum amounts which may be reimbursed are:

1. GENERAL

Employees will be reimbursed by the District for the lesser of (1) the total amount approved as District expense for the trip, or (2) the total of the amounts allowed per the entitlements below.

2. MILEAGE

Mileage for an employee's car will be paid at the current approved rate for the most direct, usually traveled route.
3. **COMMERCIAL CARRIERS**

Actual cost not to exceed the coach fare will be paid for the most direct, usually traveled route.

4. **SUBSISTENCE**

Subsistence expense includes the cost of lodging and meals (including tips). The subsistence entitlement is intended to provide reimbursement of actual lodging and meal expenses within the maximums allowed. The subsistence entitlement varies by law for "in-state" and "out-of-state" travel. All travel within Arizona is considered "in-state". In addition, travel within 100 miles of Arizona's boundaries is considered "in-state" unless lodging is required. For example, travel in California within 100 miles of Arizona's boundaries is considered "out-of-state" if lodging is required, but is considered "in-state" if no lodging is required. Subsistence entitlement will be determined based on actual expenses for each 24 hours and/or portion of 24 hours the employee is in a travel status. An employee is in a travel status from the time an employee departs from his/her home/place of work to the time an employee returns to his/her home/place of work.

a. **IN-STATE SUBSISTENCE**

Actual meal expense including tips may not be paid in excess of the following amounts:

<table>
<thead>
<tr>
<th>MEAL</th>
<th>TO BE PAID IF THE TRAVELER IS IN A TRAVEL STATUS AT:</th>
<th>MAXIMUM ACTUAL EXPENSE ALLOWED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>7:00 A.M.</td>
<td>$ 4.00</td>
</tr>
<tr>
<td>Lunch</td>
<td>12:00 Noon</td>
<td>$ 6.00</td>
</tr>
<tr>
<td>Dinner</td>
<td>6:00 P.M.</td>
<td>$12.00</td>
</tr>
</tbody>
</table>

No payment for meals provided by a commercial carrier or meals included in registration fees may be claimed. Meal receipts are not required except as noted for "out-of-state" travel. Meal expenses may not include the cost of alcoholic beverages.

No maximum amount has been established for lodging expense within the maximum per diem amount of $40.00 shown below. If the traveler shares a room with another traveler, an equal portion of the lodging expense will be paid. If a spouse accompanies the traveler, the single rate will be paid if shown on the receipt. Otherwise, the traveler will be entitled to onehalf the actual expense.
The maximum subsistence expense (lodging and meals) which may be paid for "in-state" travel is:

All days with lodging expense: Actual meal expense within above limits plus lodging expense, total not to exceed $40.00.

All days with no lodging expense: Actual meal expense within above limits not to exceed $22.00 per day.

b. OUT-OF-STATE SUBSISTENCE

The maximum subsistence expense which may be paid for "out-of-state" travel is the same as "in-state" travel unless actual subsistence expense exceeds $40.00. If actual "out-of-state" subsistence expense exceeds $40.00 per day, the traveler will be paid up to a maximum of $75.00 per day provided the traveler obtains receipts for lodging and meal expenses. The meal limitations above do not apply when expenses exceed $40.00 and when the traveler provides meal receipts.

5. OTHER ALLOWABLE EXPENSE

The actual costs of parking, luggage storage, telephone, local bus, taxi, or limousine may be paid. For car rental, a receipt is required and payment will be made only if the rental was included in the approved travel request. Receipts are required for registration fees and should be listed in this column. The registration receipt must be annotated to indicate what lodging and meals, if any, are included in the fee.

C. PREPARATION AND SUBMISSION OF TRAVEL CLAIMS

1. Employees approved for travel will be provided with claim forms by the travel account clerk - DSO (Telephone: 256-3218). Both claim forms must be signed by the traveler and by the principal or other school administrator. Federal claims must also be approved by the Federal Programs Office at DAO. Claims for travel during May and June must be filed within 72 hours of your return to assure payment. All claims will be forwarded to the Finance Division after local approval.

2. Complete with ball-point pen or typewriter. Submit both copies to Finance Division - DSO.

3. Social Security Number must be entered with your name.

4. Expenses must be listed on a daily basis.

5. Departure and arrival times and places must be completed to your destination and return to Phoenix.
6. Meals for each day are to be totaled in the meals column. Do not itemize each meal. Meal receipts are to be attached if "out-of-state" meals and lodging total more than $40.00 per day.

7. The original hotel/motel receipt must be submitted and must be itemized (e.g., daily amounts shown). When sharing a room with another traveler, divide the charges equally and make reference as to names, districts and amounts paid by others. Copies of receipts are acceptable provided one of the travelers files the official receipt. If a spouse accompanies the traveler and the bill indicates what the single rate would have been, the single rate is allowable in lieu of splitting the room charge. If the spouse is also entitled to reimbursement from some other source, expenses are to be divided.

8. Attach your air, rail, or bus ticket to your claim even if the fare is paid by the District.

9. When the traveler's car is used for travel, the license number and the auto's owner must be shown on the claim. If reimbursement is to be received for mileage, the "Mileage Schedule" must be filled in daily.

10. Actual expenses may appear in the body of the claim, however, you must reserve the far right column for the "amount claimed." In that column enter only the amount which you are allowed (NTE).

11. Dates on all receipts must agree with your approved travel dates and must not be altered.

Please call the Travel Account Clerk (Minnie Walton, 256-3618) regarding any questions concerning travel reimbursement.
<table>
<thead>
<tr>
<th>PAYDAY DATES</th>
<th>DATES COVERED BY THIS PAYROLL</th>
<th>CONTRACTS 08/27/85-06/06/86</th>
<th>Voluntary Deduction Schedule</th>
<th>Recesses</th>
<th>Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>07/19/85</td>
<td>07/01-12</td>
<td></td>
<td></td>
<td>Indpndnc Day 07/04</td>
</tr>
<tr>
<td>2</td>
<td>08/02</td>
<td>07/15-26</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>08/16</td>
<td>07/29-8/09</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>08/30</td>
<td>08/12-23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>09/13</td>
<td>08/26-09/06</td>
<td>9-day pay</td>
<td>Deductions Begin: Direct Dep Dry Run, Organization Dues, United Fund, Annuity, Credit Union, Savings Bond</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>09/27</td>
<td>09/09-20</td>
<td>Health Ins. TSA in Lieu</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*7</td>
<td>10/11</td>
<td>09/23-10/04</td>
<td>ORGANIZATION DUES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>10/25</td>
<td>10/07-18</td>
<td>ORGANIZATION DUES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>11/08</td>
<td>10/21-11/01</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>11/22</td>
<td>11/04-15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>12/06</td>
<td>11/18-11/29</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>12/20</td>
<td>12/02-13</td>
<td></td>
<td></td>
<td>Winter Christmas 12/23, 24-26, 27</td>
</tr>
<tr>
<td><strong>13</strong></td>
<td>01/03/86</td>
<td>12/16-27</td>
<td>Untd Fnd Drive</td>
<td>Deductions End: ORGANIZATION DUES</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>01/17</td>
<td>12/30-01/10</td>
<td>12/30, 31</td>
<td>New Year 01/01</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>01/31</td>
<td>01/13-24</td>
<td>ML King 01/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>02/14</td>
<td>01/27-02/07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>02/28</td>
<td>02/10-21</td>
<td>Pres Day 02/17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>03/14</td>
<td>02/24-03/07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>****19</td>
<td>03/27</td>
<td>03/10-21</td>
<td>ORGANIZATION DUES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>04/11</td>
<td>03/24-04/04</td>
<td>Spring Brk Good Fri 03/24-04 04/04</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>04/25</td>
<td>04/07-18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>05/09</td>
<td>04/21-05/02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>***23</td>
<td>05/23</td>
<td>05/05-16</td>
<td>Savings Bond</td>
<td></td>
<td>Mem Day 05/26</td>
</tr>
<tr>
<td>24</td>
<td>06/06</td>
<td>05/19-06/6</td>
<td>15-day pay No Direct Deposit or Deductions</td>
<td></td>
<td>Mem Day 05/26</td>
</tr>
</tbody>
</table>

Teachers electing the 26-pay plan will receive 1/261 of annual contract for each day's work, according to the above schedule, with balance of contract payable 06/06/86.

*Final changes to Salary Option Form due in Payroll by 09/25/85.
**First payroll of new calendar year.
***Direct deposit will end after the 05/23/86 payroll.
****Early Payday.
### Pay Schedule for 12-month employees for Fiscal Year 1985/86
(Based on Five Day Delay Schedule)

<table>
<thead>
<tr>
<th>PAYDAY DATES</th>
<th>DATES COVERED BY THIS PAYROLL</th>
<th>CONTRACTS 08/06/85-06/13/86</th>
<th>CONTRACTS 08/13/85-06/20/86</th>
<th>CONTRACTS 08/20/85-06/27/86</th>
<th>Voluntary Deduction Schedule</th>
<th>Recesses</th>
<th>Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 07/19/85</td>
<td>07/01-12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Indpndenc Day 07/04</td>
</tr>
<tr>
<td>2 08/02</td>
<td>07/15-26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 08/16</td>
<td>07/29-08/09 04-day pay</td>
<td></td>
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</tr>
<tr>
<td>4 08/30</td>
<td>08/12-23 09-day pay 04-day pay</td>
<td></td>
<td></td>
<td></td>
<td>Deductions Begin: Dirct Dep Dry Run, Organiztn Dues, Untd Fnd, Annuity, Credit Un, Savng Bnd, in Lieu</td>
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</tr>
<tr>
<td>5 09/13</td>
<td>08/26-09/06</td>
<td></td>
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<td></td>
<td>Labor Day 09/02</td>
</tr>
<tr>
<td>6 09/27</td>
<td>09/09-20</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>*7 10/11</td>
<td>09/23-10/04 Salary Option due in Payroll by 09/25</td>
<td></td>
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<td>Organization Dues</td>
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<tr>
<td>8 10/25</td>
<td>10/07-18</td>
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</tr>
<tr>
<td>9 11/08</td>
<td>10/21-11/01</td>
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</tr>
<tr>
<td>10 11/22</td>
<td>11/04-15</td>
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<tr>
<td>11 12/06</td>
<td>11/18-29</td>
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<tr>
<td>12 12/20</td>
<td>12/02-13</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>13 01/03/86</td>
<td>12/16-27 First payroll of new calendar year</td>
<td></td>
<td></td>
<td></td>
<td>Untd Fnd Drive</td>
<td></td>
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<tr>
<td>14 01/17</td>
<td>12/30-01/10</td>
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</tr>
<tr>
<td>15 01/31</td>
<td>01/13-24</td>
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<td></td>
</tr>
<tr>
<td>16 02/14</td>
<td>01/27-02/07</td>
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<td></td>
</tr>
<tr>
<td>17 02/28</td>
<td>02/10-21</td>
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</tr>
<tr>
<td>18 03/14</td>
<td>02/24-03/07</td>
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<td></td>
<td></td>
<td>Deductions End: Organization Dues</td>
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</tr>
<tr>
<td>***19 03/27</td>
<td>03/10-21</td>
<td></td>
<td></td>
<td></td>
<td>Organization Dues</td>
<td></td>
<td></td>
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<tr>
<td>20 04/11</td>
<td>03/24-04/04</td>
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<tr>
<td>21 04/25</td>
<td>04/07-18</td>
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<td>22 05/09</td>
<td>04/21-05/02</td>
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<td>**23 05/23</td>
<td>05/05-16</td>
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<td>Saving Bonds</td>
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<td>24 06/06</td>
<td>05/19-30</td>
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<td>No Direct Deposit or Deductions</td>
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<tr>
<td>06/13</td>
<td>06/02-13 10-day pay</td>
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<td></td>
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<tr>
<td>25 06/20</td>
<td>06/02-13</td>
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<tr>
<td>06/27</td>
<td>06/09-20</td>
<td></td>
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<td></td>
<td>15-day pay (Plus 06/16-20)</td>
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</table>

Those electing the 26-pay plan will receive 1/261 of annual contract for each day's work, according to the above schedule with balance of contract payable upon completion of contracts indicated above.

*Changes to Salary Option Form due in Payroll by 09/25/85.

**Direct deposit will end after the 05/23/86 payroll.

***Early Payday.
<table>
<thead>
<tr>
<th>PAYDAY DATES</th>
<th>DATES COVERED BY THIS PAYROLL</th>
<th>CONTRACTS 07/01/85-06/30/86</th>
<th>Voluntary Deduction Schedule</th>
<th>Recesses</th>
<th>Holidays</th>
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<td>1</td>
<td>07/19/85</td>
<td>07/01-07/12</td>
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<td>2</td>
<td>08/02</td>
<td>07/15-07/26</td>
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<tr>
<td>3</td>
<td>08/16</td>
<td>07/29-08/09</td>
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<td>4</td>
<td>08/30</td>
<td>08/12-08/23</td>
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<td>09/13</td>
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<td>6</td>
<td>09/27</td>
<td>09/09-09/20</td>
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<td>7</td>
<td>10/11</td>
<td>09/23-10/04</td>
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<td>8</td>
<td>10/25</td>
<td>10/07-10/18</td>
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<td>9</td>
<td>11/08</td>
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<td>11</td>
<td>12/06</td>
<td>11/18-11/29</td>
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<tr>
<td>12</td>
<td>12/20</td>
<td>12/02-12/13</td>
<td></td>
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<tr>
<td><strong>13</strong></td>
<td>01/03/86</td>
<td>12/16-12/27</td>
<td>United Fnd Drive</td>
<td>Winter</td>
<td>Christmas Day</td>
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<td>12/25-27</td>
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<td>01/02-03</td>
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<td>Pres Day</td>
<td>02/17</td>
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<tr>
<td>18</td>
<td>03/14</td>
<td>02/24-03/07</td>
<td>Deductions End: Organization Dues</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>19</strong></td>
<td>03/27</td>
<td>03/10-03/21</td>
<td>Organization Dues</td>
<td></td>
<td></td>
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<tr>
<td>20</td>
<td>04/11</td>
<td>03/24-04/04</td>
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<td>21</td>
<td>04/25</td>
<td>04/07-04/18</td>
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<td>22</td>
<td>05/09</td>
<td>04/21-05/02</td>
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<td>23</td>
<td>05/23</td>
<td>05/05-05/16</td>
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</tr>
<tr>
<td>24</td>
<td>06/06</td>
<td>05/19-05/30</td>
<td>Organization Dues</td>
<td>Mem. Day</td>
<td>05/26</td>
</tr>
<tr>
<td>25</td>
<td>06/20</td>
<td>06/02-06/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>26</strong></td>
<td>07/03</td>
<td>06/16-06/30</td>
<td>11-day pay</td>
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<td></td>
</tr>
<tr>
<td>27</td>
<td>07/18</td>
<td></td>
<td>Annuity</td>
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</tr>
</tbody>
</table>

*First payroll of new calendar year
**Early Payday

CR: wp
PR.2-0250 3/85

-109-
The Maricopa County Superintendent of Schools office allows the direct deposit of school employee paychecks into the employee's checking or savings account at any of a number of banks including savings and loan associations and credit unions.

Any school district contracted employee may use this feature except those whose wages are being garnished or assigned, those who draw part of their salary from CETA sources, those who are paid from Student Activity Funds, and substitute/temporary employees.

Participants in the direct deposit system will still receive a regular paycheck, marked "void" on the front, with full accounting of all deductions on the stub. This breakout of deductions will still be handed to the employee at the district on payday. Those participating in the direct deposit system will find their total take home pay credited to their checking or savings account at the same time, or sooner (i.e., those paydays falling on a holiday), as those electing to continue physically depositing their warrants. Earnings are normally posted the evening of the date shown on the warrant so that immediate withdrawal on payday at the participating bank should be possible. It is not a recommended practice to begin drawing against the account without first consulting the participating bank or your paycheck for deposit verification. Such a precaution could avoid a potential overdraft.

The direct deposit service is programmed to generate a trial run for a direct deposit set-up as well as for every change submitted. Consequently, those enrolling for direct deposit service as well as those requiring a change to their initial enrollment will experience the trial run—that is the paycheck will be a normal one except for the stub containing the direct deposit information (i.e., bank and account code). This precaution allows the employee to edit all transactions before the actual deposit is made on the following payroll. If a discrepancy exists, Payroll should be contacted immediately, preferably before the cut-off of the following payroll.

The direct deposit service is not programmed to service an enrollment assigning earnings to an account other than the employee (and joint member) named on the deposit slip.

As the credit union system is programmed to accept one payroll deduction, those electing direct deposit to a credit union cannot have voluntary deductions (i.e., loan payments) made to that same credit union. It will be necessary to make arrangements with the credit union to apply earnings internally to the desired accounts at the time of deposit. This internal, transfer flexibility may vary among credit unions. Please contact the appropriate participating credit union for details concerning their direct deposit policy on internal transfers.
The requirements necessary for direct deposit participation are outlined below:

1. Complete and sign a Direct Deposit Authorization Form obtained from the Unit Secretary or Personnel Office. (See Exhibit A for sample form.)
   a. District--Preprinted, no entry to be made.
   b. Social Security Number--Omission will delay direct deposit enrollment.
   c. Name--Please print clearly.
   d. Circle type of action required: start, stop, change. Omission will delay the direct deposit enrollment.
   e. Bank's Name--See Exhibit B for a current list of financial institutions. This list of participating financial institutions is subject to change.
   f. Code Number--Leave blank; to be completed by the Payroll Department.
   g. Checking Account/Savings Account Number--Be sure to properly designate checking or savings account. The prefix "S" on the authorization form denotes savings account. If there is a question as to the type of account (checking or savings) or deciphering the account number on a checking account deposit slip, please contact the financial institution. Due to the numerous banks covered by the direct deposit plan, Payroll does not have the means to verify the validity of each deposit slip.
   h. Signature and date required. Omission will prevent processing of the authorization.

2. For a checking account deposit, attach to the authorization form a deposit slip verifying the information provided on the authorization.
   For a savings account deposit, attach to the authorization form a savings identification number request provided and authorized by an appropriate bank teller. (Those whose banks provide their customers with a savings identification card can simply attach a copy of their card to the authorization form.) Omission will prevent the processing of the authorization.

3. Submit to Payroll by the cut-off of the applicable payday.

4. Terminating participation requires the completion of another Direct Deposit Authorization Form providing the same information as the initial enrollment; however, a deposit slip is not necessary.

5. To protect your pay, direct deposit actions will not be accomplished based on telephone calls.
6. 9-, 9 1/2-, 10- Month Contracted Employees:

Direct deposit service for 9-, 9 1/2, 10-month contracted employees will end after the May 23, 1986, payroll; payroll checks will then be negotiable and require manual processing.

The first payroll of the next school year will be a trial run for a direct deposit as it existed at the end of the 1985-86 school year. The paycheck will be negotiable and the stub will contain the direct deposit information - bank and account code. Contact payroll (251-3840) immediately if the information is incorrect.

7. Terminating 12-Month Contracted Employees Year-End:

County will end the fiscal year direct depositing only the main check of terminating 12-month employees receiving multiple paychecks due to a balloon payment of sick leave and/or vacation pay--the balance of checks being negotiable for manual depositing.

8. Continuing 12-Month Contracted Employees:

Direct deposit service will remain ongoing for continuing 12-month contracted employees with no interruption during the transition of fiscal years.

9. All Direct Deposit Participants:

Direct deposit service will end on the final payroll (if not sooner) of an employee terminating employment before the end of his/her contract.

Exhibit B is a current list of all financial institutions covered by the direct deposit plan. This list of participating financial institutions is subject to change.

Policies and procedures required for direct deposit service are subject to County and/or District system revisions.
DIRECT DEPOSIT AUTHORIZATION

MARICOPA COUNTY SCHOOL SUPERINTENDENT'S OFFICE

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>S.S. NUMBER</th>
<th>NAME</th>
<th>CIRCLE ONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>210</td>
<td></td>
<td></td>
<td>START</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>STOP</td>
</tr>
</tbody>
</table>

PLEASE PRINT

NAME OF BANK, SAVINGS & LOAN, OR CREDIT UNION ________________, CODE #____

ACCOUNT NUMBER: REPORT ONLY ONE ACCOUNT NUMBER (CHECKING OR SAVINGS)

CHECKING ACCOUNT NUMBER __________________ SAVINGS ACCOUNT NUMBER __________________

OR __________________

I HEREBY AUTHORIZE THE MARICOPA COUNTY SCHOOL SUPERINTENDENT'S OFFICE TO INITIATE CREDIT ENTRIES TO MY/OUR ACCOUNT (INDICATED ABOVE) AND THE DEPOSITORY NAMED ABOVE TO CREDIT THE SAME TO SUCH ACCOUNT. THIS AUTHORITY IS TO REMAIN IN FULL FORCE AND EFFECT UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM ME OF ITS TERMINATION. I UNDERSTAND THAT MY PARTICIPATION IN THIS PROGRAM WILL BE TERMINATED IF MY WAGES ARE GARNISHED OR ASSIGNED.

SIGNATURE ____________________________ DATE ______________________

-113-
## FINANCIAL INSTITUTIONS AVAILABLE FOR DIRECT DEPOSIT

<table>
<thead>
<tr>
<th>CODE NO.</th>
<th>BANKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Arizona Bank</td>
</tr>
<tr>
<td>02</td>
<td>Continental Bank</td>
</tr>
<tr>
<td>03</td>
<td>First Interstate Bank (formerly First National Bank)</td>
</tr>
<tr>
<td>04</td>
<td>Great Western Bank</td>
</tr>
<tr>
<td>05</td>
<td>First American National Bank</td>
</tr>
<tr>
<td>06</td>
<td>Thunderbird Bank</td>
</tr>
<tr>
<td>07</td>
<td>United Bank of Arizona</td>
</tr>
<tr>
<td>08</td>
<td>Valley National Bank</td>
</tr>
<tr>
<td>10</td>
<td>American Bank of Commerce</td>
</tr>
<tr>
<td>12</td>
<td>Century Bank (formerly City Bank)</td>
</tr>
<tr>
<td>13</td>
<td>Mission Bank</td>
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<tr>
<td>15</td>
<td>Bank of Scottsdale</td>
</tr>
<tr>
<td>16</td>
<td>Copper State Bank</td>
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<tr>
<td>17</td>
<td>Citizens Union Bank</td>
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<tr>
<td>20</td>
<td>Bank of Paradise Valley</td>
</tr>
<tr>
<td>21</td>
<td>Farmers and Merchants Bank</td>
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<tr>
<td>23</td>
<td>Community Bank of Arizona</td>
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<tr>
<td>24</td>
<td>Grand Canyon State Bank</td>
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<td>25</td>
<td>Rio Salado Bank</td>
</tr>
<tr>
<td>30</td>
<td>First Federal Savings &amp; Loan of Phoenix</td>
</tr>
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<td>31</td>
<td>Home Federal Savings &amp; Loan Association</td>
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<tr>
<td>33</td>
<td>Pima Savings &amp; Loan Association</td>
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<td>34</td>
<td>Security Savings and Loan Association</td>
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<td>Canyon Savings &amp; Loan Association</td>
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<td>38</td>
<td>Western Savings &amp; Loan Association</td>
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<td>Southwest Savings &amp; Loan Association</td>
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<td>Catalina Savings &amp; Loan Association</td>
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<td>71</td>
<td>Mesa Schools Federal Credit Union</td>
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<td>72</td>
<td>WAFB Federal Credit Union</td>
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<td>San Tan Credit Union</td>
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<td>92</td>
<td>Salt River Project Credit Union</td>
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<tr>
<td>93</td>
<td>First Federal Credit Union</td>
</tr>
</tbody>
</table>
Changing one's name affects the employee's payroll file, certification record (if certification is required) and social security earnings.

Before a name change is submitted to the District, the steps listed below must be followed:

1. Contact the nearest social security office for a name change application. (Form SS-5). See Exhibit A.
   a. The social security law requires original or certified documents be furnished showing both old and new names. In some cases, evidence of age and U. S. citizenship are required. Uncertified or notarized photocopies cannot be accepted. See Exhibit B.
   b. In approximately 4-6 weeks the new social security card should be received.

2. Those employees whose contracts require certification should, in the meantime, contact the State Department of Education for a name change to their certification. Register the name change with the Maricopa County School Office, 111 South 3rd Avenue, Certification Department (4th floor).

3. Only upon completion of the above and receipt of the new social security card (or an appropriate authorization from the social security office) should the name change be submitted to the School District's Personnel Office or appropriate Unit secretary.
   a. Complete a Personnel Information Change form.
      1) It is important the printed name, signature, and social security number read exactly as shown on the new social security card. This information should be verified by the authorized personnel receiving the name change upon presentation of the card.
      2) A xerox copy of the social security card will then be made by the recipient of the name change--not required but highly recommended.
   c. Finally, the certified employee should be willing to sign with the District an affirmation stating his/her responsibility has been met by completing an Affirmation of Name Change to Certification Records as attached:
AFFIRMATION OF NAME CHANGE TO CERTIFICATION RECORDS

I have established a change of name with the State Department of Education, and have registered the name change with Maricopa County School Offices's Certification Department. I understand failure to do so could mean Payroll's inability to process a payroll warrant for the applicable payday; subsequently delaying the issuance of my paycheck until as late as the following payday.

Employee's Signature            Title            Date

Witnessed                      Title

Distribution: Personnel (with W-4 form, copy of social security showing new name, name change authorization form attached)
ESTABLISHING A CHANGE OF NAME

EXHIBIT B

Evidence of Identity (a birth record is not evidence of identity.)

- State identity card
- Insurance policy
- Driver's license
- School ID card
- Vaccination certificate
- Adoption record
- School record or report card
- Clinic, doctor or hospital record
- U.S. Passport or citizen ID card
- Church membership or confirmation record
- Day care or nursery school record
- Court order for name change
- Labor union or fraternal organization record
- Record of child's membership in Boy Scouts, Girl Scouts, or youth organization record
- Any other document providing identifying data such as physical description, photograph, or signature
- Marriage or divorce record
- Work badge or building pass
- Voter's registration card
- Military or draft record
- Newspaper notice of birth
- Welfare case record
- Military dependent's ID

In providing evidence of age and citizenship, at least one document must show your name, age or date of birth, and should be at least one year old.
Guidelines for completing Form W-4 are as follows:

1. When completing Form W-4 for the following reasons:
   a. change of name due to marriage, divorce, or the legal privilege of changing a name based on personal preference (new W-4 required),
   b. change of exemption status (new W-4 required),
   c. change of address (new W-4 not required but wise to do so),
   d. change of social security number (new W-4 required),

   it is imperative that the printed name, signature, and social security number on the W-4 read exactly (letter for letter) as shown on the social security card, and an *ATTACHED XEROX COPY OF THE SOCIAL SECURITY CARD to the Form W-4 will alleviate any potential discrepancy in name and/or social security number which could otherwise result in the employee's inability to claim his/her entitled share of social security earnings as the Social Security Administration Office (S.S.A.) will not post wages where there is uncertainty as to the employee's identity.

2. Example of a properly completed W-4 form:

![Social Security Card Example](image)

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**Form W-4**

Department of the Treasury—Internal Revenue Service

Employee's Withholding Allowance Certificate

Type or print your full name

D. William Smith

Home address (number and street or rural route)

999 Anyplace

City or town, State, and ZIP code

Phoenix, AZ 99999

Your social security number

111-22-3333

□ Single □ Married

□ Married, but withhold at higher Single rate

Note: If married, but legally separated, or spouse is a nonresident alien, check the Single box.

3 Marital Status

4 Total number of allowances you are claiming (from line F of the worksheet on page 2)

5 Additional amount, if any, you want deducted from each pay

6 I claim exemption from withholding because (see instructions and check boxes below that apply):
   a. Last year I did not owe any Federal income tax and had a right to a full refund of ALL income tax withheld, AND
   b. This year I do not expect to owe any Federal income tax and expect to have a right to a full refund of ALL income tax withheld, if both a and b apply, enter "EXEMPT" here

   If you entered "EXEMPT" on line 6a, are you a full-time student?

   □ Yes □ No

Under the penalties of perjury, I certify that I am entitled to the number of withholding allowances claimed on this certificate, or if claiming exemption from withholding, that I am entitled to sign the form above.

Employee's signature

D. William Smith

Date

9 Employer identification number

-118-
a. Note the circled items above match exactly to the social security card. Eliminating the first initial "D" and using the nickname Bill on the W-4 are prohibited according to S.S.A. regulations. If William prefers the nickname Bill, he should apply for a new card by requesting a name correction application from his nearest social security office. But until he receives his new social security card, he should use William on the W-4 form.

b. Quite often the employee will neglect to complete the city and state--necessary items.

c. An employee may claim up to 14 allowances without IRS intervention. However, we are required to submit to IRS copies of Forms W-4 showing 15 or more allowances, or claiming exempt.

d. In order to claim "exempt" from withholding (see #6 on W-4 form) the employee must complete boxes a., b., c., according to the applicable instructions. If the employee is a District student write "District" on the dotted line of #6c.

e. It is not possible to claim allowances and exempt at the same time.

3. Information on the the Form W-4 should be verified by the authorized personnel receiving the W-4 upon the employee's presentation of the social security card (or appropriate authorization from the social security office). The Form W-4 should then be submitted to Personnel who will forward it to Payroll.

4. The social security card (or appropriate authorization from the social security office) is the only acceptable source (according to S.S.A. regulations) from which to verify the accuracy of a Form W-4. Driver's license, school transcripts, etc., are unacceptable sources for identification and/or verification.

5. It is not required that the employee submit a copy of his/her social security card, but doing so allows Payroll the opportunity to verify not only the current information submitted but on all subsequent changes during the year as well further protecting the employee's earnings record with S.S.A. Not submitting a copy of the social security card may jeopardize (beyond Payroll's control) the accuracy of the employee's social security earnings record.

6. Replacement Card:

An employee, who may have misplaced or lost his/her social security card and wishes a replacement, will need to contact his/her nearest social security office for a replacement application form. It may take about four to six weeks for a replacement after the application has been made.
a. The employee should be prepared to furnish original or certified documents (photocopies are unacceptable) when providing evidence of identity:

- State identity card
- Insurance policy
- Driver's license
- School ID card
- Vaccination certificate
- Adoption record
- School record or report card
- Clinic, doctor or hospital record
- U.S. passport or citizen ID card
- Church membership or confirmation record
- Day care or nursery school record
- Court order for name change
- Labor union or fraternal organization record
- Record of child's membership in Boy Scouts, Girl Scouts, or other youth organization record
- Any other document providing identifying data such as a physical description, photograph, or signature
- Marriage or divorce record
- Work badge or building pass
- Voter's registration card
- Military or draft record
- Newspaper notice of birth
- Welfare case record
- Military dependent's ID

7. Change of Name (For detailed instructions please refer to the appendix on "Establishing a Change of Name"):

Before completing a W-4 showing a change of name, the employee should have in his/her possession a social security card reflecting the new name. Changing one's payroll records before completing a name change with his/her nearest social security office may (beyond Payroll's control) prevent wages from being posted to his/her social security account due to an existing identity discrepancy despite like social security numbers.

a. An employee whose contract requires certification and has undergone a name change should additionally have completed the change of name process with the State Department of Education and the Maricopa County School Office before changing his/her records with the District.
FOREWORD

The Governing Board of the Phoenix Union High School District recognizes that all District employees should have the opportunity for success in the performance of their duties during the course of their employment. To achieve this success, it is the obligation of all employees to follow acceptable patterns of behavior and professional conduct that will result in accomplishing the primary objective of the Phoenix Union High School District, providing students the best possible educational program.

SECTION II

PURPOSES

The purposes of these guidelines, rules, and regulations are to bring the Phoenix Union High School District in compliance with ARS 15-341, Article 3, Powers and Duties of School District Governing Boards, and ARS 15-539, Dismissal of Probationary or Continuing Teacher; Written Charges; Notice; Hearing on Request. These statutes require governing boards to prescribe and enforce rules against employees who engage in conduct which is a violation of the rules, regulations, or policies of the Governing Board.

SECTION III

CONTENT

This handbook identifies guidelines and expectations pertaining to employee conduct. Major areas of conduct and related expectations are listed below:

1. Supervision of Employees/Students

   Each employee is expected to exercise appropriate supervision of the employees/students under his/her area of responsibility.
2. Performance of Assigned Duties

Each employee is expected to perform his/her assigned duties as determined by the Governing Board and administrator/immediate supervisor.

3. Care, Supervision and Protection of Property

Each employee is expected to use, care for, protect, and supervise (when appropriate) school property. School property is defined as all supplies, equipment, land or buildings which are owned, leased or in the possession of the District. Abuse of school property occurs when the purpose for which the property is designed is either deliberately or negligently ignored by the school employee, and which results, either immediately or eventually, in damage to the property, or in extra wear on the property. Misuse occurs when a school employee uses property which the employee has no authority to use, either on or off District premises, or when an employee fails to follow those directions, safety precautions, etc., which a prudent individual would normally follow when using the property.

4. Compliance with Rules, Procedures, Regulations, Policies, Statutes

Each employee is expected to comply with those rules, regulations, procedures, policies, and statutes which apply to the respective assignment. Furthermore, it is the employee's responsibility to learn during the probationary period of employment those existing rules, regulations, procedures, policies, and statutes which apply to the respective assignment. Administrators/supervisors are responsible for notifying all concerned of current rules, regulations, procedures, policies, and statutes and changes therein that pertain to the employee's respective assignment.

5. Compliance with the Moral and Ethical Standards of the District, the Community, and the Profession

Each employee is expected to comply with the moral and ethical standards of the District, the community, and the educational profession.
SECTION IV

DUE PROCESS

The specific disciplinary action taken against an employee will depend upon the seriousness of the violation, the number of occurrences of the same violation, and the type of violation itself.

No disciplinary action may be taken against an employee unless the due process procedure has been afforded.

The employee will have the right to have a representative present at all disciplinary hearings and appeals.

SECTION V

TYPES OF DISCIPLINARY ACTION, PROCESSES, AND TIMELINES

Arizona Revised Statutes Title 15 provides for specific types of disciplinary action which include suspension without pay not to exceed ten days, administrative leave of absence with pay, and dismissal. In addition, disciplinary action against an employee may include action other than the above which in this District shall be an informal conference as well as a first and second written notice served upon the employee according to the procedures outlined in this Handbook.

The following general guidelines will apply:

1. The nature and frequency of the offense will determine the appropriate disciplinary action.

2. Actions which jeopardize the health, safety, and welfare of students or employees or outrage public opinion may result in more severe disciplinary action to include immediate removal from the employee's assignment pending further Governing Board action.

3. Rules, procedures, regulations, policies, and statutes may be added, changed, or deleted but procedures for dealing with employees who violate a rule, procedure, regulation, policy, or statute will be as described in this handbook. Failure to comply with a rule, procedure, regulation, policy, or statute will be deemed unprofessional conduct.
4. Employees may report observed violations of rules, procedures, regulations, policies, or statutes to their principal/unit head. In those instances when the principal/supervisor is the cause of the infraction, the employee has the right to submit the report to the next higher level of supervision. (The Employee Complaint Form and procedure will be used if approved by the Governing Board.)

5. Those employees in a quasi supervisory position, such as plant managers, leadmen, security chiefs, registrars, etc., are authorized to initiate disciplinary procedures by writing up the incident and forwarding to the administrative/supervisory employee who has jurisdiction.

Specific procedures and timelines pertaining to conducting the informal conference, issuing the first and second written warnings, and recommending administrative leave of absence, suspension without pay, or termination are described in the following section. Recommendations for administrative leave of absence, suspension without pay, or termination shall be reviewed with the Assistant Superintendent for Employee Relations or designee prior to issuing the statement of charges and notice of intent.
I. Definition

An informal conference held between an administrator/immediate supervisor and an employee to discuss a violation of a rule, procedure, regulation, policy, or statute.

II. Staff Authorized to Conduct Informal Conferences Include:

Superintendent, Deputy Executive for Administration, Assistant Superintendent, Principal, Director, Assistant Principal, Supervisor, Coordinator, Division Manager, Immediate Supervisor.

III. Procedures

A. The administrator/immediate supervisor shall schedule the conference with the employee.

B. The administrator/immediate supervisor shall discuss the violation with the employee and suggest corrective behaviors.
FIRST WRITTEN WARNING

I. Definition

Notice of Intent: Written notice to an employee of intent to issue a written warning.

First Written Warning: Written notice to an employee from his/her immediate administrative supervisor of a violation of a specific rule, regulation, policy, procedure, or statute.

II. Staff Authorized to Issue First Written Warnings Include:

Superintendent, Deputy Executive for Administration, Assistant Superintendent, Principal, Director, Assistant Principal, Supervisor, Coordinator, Division Manager.

III. Procedures/Timelines

A. The administrative supervisor shall complete the statement of charges and notice of intent form and deliver to the employee within thirty days after becoming aware of the violation.

B. The hearing shall be scheduled not less than ten days from the date the notice is received and may be rescheduled for good cause.

C. The warning shall stand as issued if the employee does not appear at the hearing.

IV. Hearing Procedures/Timelines

A. Both the administrative supervisor and the employee may present any information relevant to the alleged misconduct.

B. The employee may be represented by a person of his/her choice.

C. The administrative supervisor shall present the results of the hearing to the employee within five work days of the date of the hearing. The written statement shall contain:

1. The decision of the administrative supervisor.

2. Specific correction expected.

3. A statement advising the employee of the right to appeal to the next higher level in writing within five work days of the date of receipt of the written decision.
V. Appeal Hearing Procedures

A. The appeal hearing shall be scheduled within ten work days of the date the request is received.

B. The employee shall receive written notice five work days prior to the date of the hearing.

C. The notice of the hearing shall contain:
   1. The name of the employee.
   2. A statement that the written warning goes into affect if the employee does not appear.
   3. A statement that both the administrative supervisor and the employee may present any information relevant to the alleged misconduct.
   4. A statement that the employee may be represented by a person of his/her choice.
   5. Date, time, and location of the hearing.

D. The decision on the appeal shall be presented to the employee within five work days of the date of the hearing.

E. The written notice of the decision shall contain a statement that there is no further level of appeal for a first written warning.
I. Definition

Notice of Intent: Written notice to an employee of intent to issue a written warning.

Second Written Warning: Written notice to an employee from his/her immediate administrative supervisor of a violation of a specific rule, regulation, policy, procedure, or statute.

II. Staff Authorized to Issue Second Written Warnings Include:

Superintendent, Deputy Executive for Administration, Assistant Superintendent, Principal, Director, Assistant Principal, Supervisor, Coordinator, Division Manager.

III. Procedures/Timelines

A. The administrative supervisor shall complete the statement of charges and notice of intent form and deliver to the employee within thirty days after becoming aware of the violation.

B. The hearing shall be scheduled not less than ten days from the date the notice is received and may be rescheduled for good cause.

C. The warning shall stand as issued if the employee does not appear at the hearing.

IV. Hearing Procedures/Timelines

A. Both the administrative supervisor and the employee may present any information relevant to the alleged misconduct.

B. The employee may be represented by a person of his/her choice.

C. The administrative supervisor shall present the results of the hearing to the employee within five work days of the date of the hearing. The written statement shall contain:

1. The decision of the administrative supervisor.

2. Specific correction expected.

3. A statement advising the employee of the right to appeal to the next higher level in writing within five work days of the date of receipt of the written decision.
SECOND WRITTEN WARNING (cont.)

V. Appeal Hearing Procedures

A. The appeal hearing shall be scheduled within ten work days of the date the request is received.

B. The employee shall receive written notice five work days prior to the date of the hearing.

C. The notice of the hearing shall contain:
   1. The name of the employee.
   2. A statement that the written warning goes into affect if the employee does not appear.
   3. A statement that both the administrative supervisor and the employee may present any information relevant to the alleged misconduct.
   4. A statement that the employee may be represented by a person of his/her choice.
   5. Date, time, and location of the hearing.

D. The decision on the appeal shall be presented to the employee within five work days of the date of the hearing.

E. The written notice of the decision shall contain a statement that there is no further level of appeal for a second written warning.
I. Definition

Removal of an employee from contractual assignment(s) pending suspension without pay or dismissal resulting from a violation of a specific rule, regulation, policy, procedure, or statute; compensation continues when on administrative leave of absence.

II. Staff Authorized to Recommend Administrative Leave of Absence Include:
Superintendent, Deputy Executive for Administration, Assistant Superintendent, Principal, Director, Assistant Principal, Supervisor, Coordinator, Division Manager.

III. Procedures/Timelines

A. The administrative supervisor will complete the Statement of Charges and written Notice of Intent Form and deliver to the employee within thirty days after becoming aware of the violation. A copy of the Statement of Charges and Notice of Intent shall be forwarded to the Assistant Superintendent for Employee Relations.

B. The Statement of Charges and Notice of Intent must be delivered to the employee personally or by registered or certified mail. The employee may be requested to sign a document acknowledging receipt of the notice.

C. In situations deemed appropriate, the Assistant Superintendent for Employee Relations shall recommend to the Governing Board/designee that the employee be placed on administrative leave of absence prior to suspension without pay or termination.

D. After the Governing Board adopts the Statement of Charges charging the employee with cause for suspension without pay/termination, the Governing Board may immediately place the employee on administrative leave of absence and give the employee notice of the administrative leave of absence and of intent to suspend without pay/terminate.

The Governing Board shall notify the employee of his/her being placed on administrative leave of absence and of the Board's intent to suspend without pay/terminate the employee within 30 days of the date of notice. The notice must be delivered to the employee personally or by registered or certified mail. The employee may be requested to sign a document acknowledging receipt of the notice.
SUSPENSION WITHOUT PAY

I. Definition

Suspension Without Pay: Removal of the employee from his/her contracted assignment(s) because of a violation of a specific rule, regulation, policy, procedure, or statute for a period of time not to exceed ten work days for which period of time the employee receives no compensation. Suspension without pay may occur no sooner than 30 days from the date of service of the notice.

II. Staff Authorized to Initiate Recommendation to Suspend without Pay Include:

Superintendent, Deputy Executive for Administration, Assistant Superintendent, Principal, Director, Assistant Principal, Supervisor, Coordinator, Division Manager.

III. Procedures/Timelines

A. The administrative supervisor will complete the Statement of Charges and Notice of Intent form and deliver to the employee within thirty days after becoming aware of the violation. A copy of the Statement of Charges and Notice of Intent shall be forwarded to the Assistant Superintendent for Employee Relations.

B. The notice and statement of charges must be delivered to the employee personally or by registered or certified mail. The employee may be requested to sign a document acknowledging receipt of the notice.

C. Should the employee request a hearing, suspension without pay shall be deferred pending the outcome of the hearing.

IV. Hearing Procedures/Timelines

A. The Governing Board or designee shall hold a hearing on the suspension of the employee in not less than ten nor more than 25 days after the request is filed.

B. Notice of the time and place of the hearing shall be given to the employee not less than three days before the date of the hearing.

C. The employee may request that the hearing be public or private.

D. The employee may appear at the hearing in person and, if desired, through counsel.

E. The employee may present any testimony, evidence, or statements, either oral or in writing, in his/her behalf.
F. The employee may be allowed to cross examine witnesses.

G. The Governing Board or designee shall prepare an official record of the hearing, including all testimony and exhibits.

H. All witnesses will be required to take an oath or affirmation before testifying.

I. Within ten days following the hearing, the Governing Board or designee shall determine whether there exists good or just cause of the employee's suspension without pay and shall render this decision accordingly, whether affirming or withdrawing the notice of suspension (Good or just cause does not include religious or political beliefs or affiliations unless they are in violation of the oath of the employee.)

V. Appeal to Superior Court

A. The Governing Board's or designee's decision is final unless the employee files an appeal in the Superior Court within 30 days after the date of the decision.

B. The Governing Board's or designee decision will stand unless it:
   1. Is founded on or contains an error of law.
   2. Is unsupported by any evidence.
   3. Was materially affected by unlawful procedure.
   4. Is unconstitutional.
   5. Is arbitrary or capricious.
I. Definition

Termination: Dismissal from District because of violation of a specific rule, regulation, policy, procedure, or statute.

II. Staff Authorized to Recommend Termination Include:

Superintendent, Deputy Executive for Administration, Assistant Superintendent, Principal, Director, Assistant Principal, Supervisor, Coordinator, Division Manager.

III. Procedures/Timelines

A. The administrative supervisor will complete the Statement of Charges and Notice of Intent form and deliver to the employee within thirty days after becoming aware of the violation. A copy of the Statement of Charges and Notice of Intent shall be forwarded to the Assistant Superintendent for Employee Relations.

B. The notice and statement of charges must be delivered to the employee personally or by registered or certified mail. The employee may be requested to sign a document acknowledging receipt of the notice.

C. Should the employee request a hearing, termination shall be deferred pending the outcome of the hearing.

IV. Hearing Procedures/Timelines

A. The Governing Board shall hold a hearing on the termination of the employee in not less than ten nor more than 25 days after the request is filed.

B. Notice of the time and place of the hearing shall be given to the employee not less than three days before the date of the hearing.

C. The employee may request that the hearing be public or private.

D. The employee may appear at the hearing in person and, if desired, through counsel.

E. The employee may present any testimony, evidence, or statements, either oral or in writing, in his/her behalf.

F. The employee may be allowed to cross examine witnesses.

G. The Governing Board or designee shall prepare an official record of the hearing, including all testimony and exhibits.
H. All witnesses will be required to take an oath or affirmation before testifying.

I. Within ten days following the hearing, the Governing Board shall determine whether there exists good or just cause for the employee's termination and shall render this decision accordingly, whether affirming or withdrawing the notice of termination. (Good or just cause does not include religious or political beliefs or affiliations unless they are in violation of the oath of the employee.)

V. Appeal to Superior Court

A. The Governing Board's decision is final unless the employee files an appeal in the Superior Court within 30 days after the date of the decision.

B. The Governing Board's decision will stand unless it:
   1. Is founded on or contains an error of law.
   2. Is unsupported by any evidence.
   3. Was materially affected by unlawful procedure.
   4. Is unconstitutional.
   5. Is arbitrary or capricious.
STATEMENT OF CHARGES AND NOTICE OF INTENT

This form is a guideline for following the District's Employee Conduct/Discipline Handbook. Please read the Handbook and statutes carefully prior to completing this Form.

Name of Employee: __________________________________________ Date: ____________________

Unit Assigned: ____________________________________________ Date: ____________________

Hearing: (Date) __________________ (Time)__________________ (Place)__________________

I. SPECIFIC RULE, REGULATION, POLICY, PROCEDURE OR STATUTE VIOLATED AND STATEMENT OF CHARGES.

II. DISCIPLINARY ACTION WHICH MAY BE TAKEN OR RECOMMENDED: (Please check the Handbook for the appropriate action.)

III. DISCIPLINARY ACTION BEING TAKEN AS A RESULT OF THE HEARING.

IV. SPECIFIC CORRECTION EXPECTED AS A RESULT OF THE HEARING.

V. EFFECTIVE DATE OF DISCIPLINARY ACTION:

Written Warnings: date of hearing
Administrative Leave of Absence: (Pending approval of Governing Board/Designee.) Suspension without pay: 30 days from date of notice unless hearing requested (ARS 15-539E) Termination: 30 days from date of notice unless hearing requested (ARS 15-539E)

VI. ATTACHMENTS:


B. ANY MATERIAL PERTINENT TO THE SPECIFIC RULE, REGULATION, POLICY, PROCEDURE OR STATUTE VIOLATED.

Date
Employee Signature to acknowledge receipt
of these documents

Date
Initiating Administrator Signature
(Typed and signed)

cc: Personnel File (only if Disciplinary Action is taken)
Applicable Statutes

Legal references dealing specifically with employees following the rules, regulations, and policies of the Governing Board are referenced here.


ARS 15-501.A. In this chapter, unless the context otherwise requires:

1. "Administrator" means any school district administrator except a school principal devoting not less than fifty percent of his time to classroom teaching.

2. "Certificated teacher" means a person holding a certificate from the state board of education to teach in the schools of this state.

3. "Continuing teacher" means a certificated teacher who is employed under contract in a school district as a full-time classroom teacher, a full-time classroom teacher employed under contract in an accommodation school, a school principal devoting not less than fifty percent of his time to classroom teaching or a supervisor of school children's activities, and whose contract has been renewed for his fourth consecutive year of such employment in the district.

4. "Governing Board" means the governing board of a school district or a county school superintendent in the case of accommodation schools located in such county.

5. "Probationary teacher" means a certificated teacher who is employed under contract by a school district as a full-time classroom teacher, a school principal devoting not less than fifty percent of his time to classroom teaching or a supervisor of school children's activities, and who is not a continuing teacher.

6. "Superintendent" means the superintendent of schools of a school district.

7. "Suspension without pay" means suspension without pay for a period of time not to exceed ten school days.

ARS 15-501.B. For the purpose set forth in subsection A, paragraph 3, the major portion of a school year shall be the equivalent of a year of employment in the school district.

ARS 15-521. Duties of teachers; failure to comply is unprofessional conduct; penalty.

ARS 15-521.B. A teacher who fails to comply with this section is guilty of unprofessional conduct, and is subject to disciplinary action by the governing board pursuant to § 15-341, subsection A, paragraph 25 and by the state board of education pursuant to § 15-203, subsection A, paragraph 281.

ARS 15-341. Local Governance of Schools; General Powers and Duties.
ARS 15-341.A.1.  Prescribe and enforce rules for the governance of the schools not inconsistent with law or rules prescribed by the State Board of Education.

ARS 15-341.A.25.  Prescribe and enforce rules for disciplinary action against a teacher who engages in conduct which is a violation of the rules, regulations or policies of the governing board, but which is not cause for dismissal of the teacher or for revocation of the certificate of the teacher. Disciplinary action may include suspension without pay for a period of time not to exceed ten school days. Disciplinary action shall not include suspension with pay or suspension without pay for a period of time longer than ten school days. The rules shall include notice, hearing and appeal procedures for violations which are cause for disciplinary action. The governing board may designate a person or persons to act on behalf of the board on these matters.

ARS 15-341.A.26.  Prescribe and enforce rules for disciplinary action against an administrator who engages in conduct which is a violation of the rules, regulations or policies of the governing board regarding duties of administrators but which is not cause for dismissal of the administrator or for revocation of the certificate of the administrator. Disciplinary action may include suspension without pay for a period of time not to exceed ten school days. Disciplinary action shall not include suspension with pay or suspension without pay for a period of time longer than ten school days. The rules shall include notice, hearing, and appeal procedures for violations which are cause for disciplinary action. The Governing Board may designate a person or persons to act on behalf of the board on these matters. For violations which are cause for dismissal, the provisions of notice, hearing and appeal in chapter 5, article 3 of this title shall apply. The filing of a timely request for a hearing suspends the imposition of a suspension without pay or a dismissal pending completion of the hearing. The provisions of this paragraph do not entitle administrators to tenure rights as provided in chapter 5, article 3, of this title.

ARS 15-538.  School Employees

ARS 15-538.01.  Offer of contract to continuing teacher

ARS 15-538.01.A.  Subject to the provisions of §§15-539, 15-540, 15-541, 15-544, and 15-549, the governing board shall, between March 15 and May 15, offer to each continuing teacher under contract of employment with the school district for the current year a contract renewal for the next ensuing school year unless on or before May 15 the governing board, a member of the board acting on behalf of the board or the superintendent of the school district gives notice to the continuing teacher of the board's intent not to offer a contract and to dismiss the teacher as provided in §15-539.

ARS 15-538.01.B.  The continuing teacher's acceptance of the contract must be indicated within thirty days from the date of the written contract or the offer of a contract is revoked. A continuing teacher accepts the contract by signing the contract and returning it to the governing board or by making a written instrument which accepts the terms of the contract and delivering it to the governing board. If the written instrument includes terms in addition to the terms of the contract offered by the board, the continuing teacher fails to accept the contract.
ARS 15-538.01.C. If dismissal proceedings in reference to a continuing teacher cannot be completed by May 15 through no fault of the governing board or the superintendent, or if the incidents relied on in whole or part occurred after May 15, dismissal proceedings may continue or be initiated.

ARS 15-539. Dismissal of Probationary or Continuing Teacher; written charges; notice; hearing on request.

ARS 15-539 A. Upon a written statement of charges formulated by the governing board, charging that there exists cause for the suspension without pay or dismissal of a probationary or continuing teacher of the district, the governing board shall, except as otherwise provided in the article, give notice to the teacher of its intention to suspend him without pay or dismiss him at the expiration of thirty days from the date of the service of the notice.

ARS 15-539 B. If the governing board intends to dismiss a continuing teacher based on charges of inadequacy of classroom performance, the governing board or its authorized representative shall give the continuing teacher a written preliminary notice by May 15. The written preliminary notice shall specify the nature of the inadequacy of classroom performance with such particularity as to furnish the teacher an opportunity to correct his inadequacies and overcome the grounds for the charge. The written preliminary notice of intention to dismiss shall include a copy of any evaluation pertinent to the charges made and filed with the governing board and state the date by which the teacher has to correct the inadequacy and overcome the grounds for the charge. The written preliminary notice shall allow the teacher one summer vacation period to obtain additional education if the teacher so desires and one full semester of teaching time subsequent to the opportunity for additional education within which to correct the inadequacy and overcome the grounds for the charge. If within the time specified in the written preliminary notice of intention to dismiss the teacher does not demonstrate adequate classroom performance the governing board shall dismiss the teacher either within thirty days of the service of a subsequent notice of intention to dismiss or by the end of the contract year in which the subsequent notice of intention to dismiss is served unless the teacher has requested a hearing as provided in subsection E of this section. If the teacher demonstrates adequate classroom performance during the period allowed to correct such deficiencies as specified in the written preliminary notice, the governing board may not dismiss the teacher for the reasons specified in the written preliminary notice.

ARS 15-539 C. Any written statement of charges alleging unprofessional conduct, conduct in violation of the rules, regulations or policies of the governing board or inadequacy of classroom performance shall specify instances of behavior and the acts or omissions constituting the charge so that the teacher will be able to prepare a defense. It shall, if applicable, state the statutes, rules or written objectives of the governing board which the teacher is alleged to have violated and set forth the facts relevant to each occasion of alleged unprofessional conduct, conduct in violation of the rules, regulations or policies of the governing board or inadequacy of classroom performance.

ARS 15-539 D. The notice shall be in writing and be served upon the teacher personally or by United States registered or certified mail addressed to him at his last known address. A copy of the charges, together with a copy of this section and §§ 15-501, 15-538.01, 15-540 through 15-542, 15-544 through 15-547 and 15-549 shall be attached to the notice.
ARS 15-539 E. The teacher who receives notice that there exists cause for dismissal or suspension without pay shall have the right to a hearing if he files a written request with the governing board within thirty days of service of notice. The filing of a timely request shall suspend the imposition of a suspension without pay or a dismissal pending completion of the hearing.

Sec. 5 Two-year contracts offered in 1984. Notwithstanding section 15-38.01, Arizona Revised Statutes, if the governing board of a school district offered a two-year contract to a continuing teacher between March 15, 1984 and the effective date of this act, the governing board shall rescind its offer of the two-year contract and shall offer a new one-year contract to the teacher as provided in this act.

ARS 15-540. Suspension prior to dismissal of a teacher; written charges; salary.

ARS 15-540 A. Upon a written statement of charges formulated by the governing board charging a probationary or continuing teacher of the school district with cause for suspension without pay or dismissal, the governing board may immediately place the teacher on administrative leave of absence and give him notice of the administrative leave of absence.

ARS 15-540 B. The notice of administrative leave of absence shall be in writing and be served upon the teacher personally or by United States registered mail addressed to the teacher at his last known address.

ARS 15-540 C. Any teacher who is placed on administrative leave of absence pursuant to this section shall continue to be paid regular salary during the period of administrative leave of absence.

ARS 15-541. Hearing on dismissal.

The governing board shall hold a hearing on the dismissal or suspension of a teacher as provided in this article not less than ten nor more than twenty-five days after the request is filed, and notice of the time and place of hearing shall be given the teacher not less than three days before the date of the hearing. The teacher may request a public or private hearing before the board.

At the hearing the teacher may appear in person and by counsel, if desired, and may present any testimony, evidence or statements, either oral or in writing, in his behalf. The governing board shall prepare an official record of the hearing, including all testimony recorded manually or by mechanical device, and exhibits, but the board shall not be required to transcribe the record unless requested by the teacher, who shall be furnished with a complete transcript upon the payment of the actual cost. Within ten days following the hearing the board shall determine whether there existed good and just cause for the notice of dismissal or suspension and shall render its decision accordingly, either affirming or withdrawing the notice of dismissal, termination or suspension. Good and just cause does not include religious or political beliefs or affiliations unless they are in violation of the oath of the teacher.

ARS 15-542. Hearing costs; counsel; limitations on evidence; reinstatement.
ARS 15-542 A. The governing board shall pay all expenses of the hearing. The teacher and the governing board shall pay their own attorney and witness fees, except if the governing board does not suspend the teacher without pay or dismiss the teacher, the governing board shall pay all reasonable attorney and witness fees incurred by the teacher.

ARS 15-542 B. No witness shall be permitted to testify at the hearing except upon oath or affirmation. No testimony shall be given or evidence introduced relating to teaching adequacy which occurred more than four years prior to the date of the service of the notice. Evidence of records regularly kept by the governing board concerning the teacher may be introduced, but no decision relating to the suspension without pay or dismissal of any teacher shall be made based on charges or evidence relating to teacher adequacy occurring more than four years prior to service of the notice. The four-year time limit shall not apply to the introduction of evidence in any area except that relating to adequacy of classroom performance.

ARS 15-542 C. If a continuing teacher has been placed on administrative leave pending the hearing, he shall be reinstated within five days after the governing board renders a decision not to suspend him without pay or dismiss him.

ARS 15-543. Appeal from decision of board.
ARS 15-543 A. The decision of the board is final unless the teacher files, within thirty days after the date of the decision, an appeal with the superior court in the county within which he was employed.

ARS 15-543 B. The decision of the governing board may be reviewed by the court in the same manner as the decision made in accordance with the provisions of § 41-785. The proceeding shall be set for hearing at the earliest possible date and shall take precedence over all other cases, except older matters of the same character and matters to which special precedence is otherwise given by law.

ARS 15-544. Limitations upon reduction of salaries or personnel.

Nothing in this article shall be interpreted to prevent a governing board from reducing salaries or eliminating teachers in a school district in order to effectuate economies in the operation of the district or to improve the efficient conduct and administration of the schools of the school district, but no reduction in the salary of a continuing teacher shall be made except in accordance with a general salary reduction in the school district by which he is employed, and in such case the reduction shall be applied equitably among all such teachers. Notice of a general salary reduction shall be given each teacher affected not later than May 1 of the calendar year in which the reduction is to take effect. A teacher dismissed for reasons of economy or lack of pupils shall have a preferred right of reappointment in the order of original employment by the governing board in the event of an increase in the number of teachers or the reestablishment of services within a period of three years.
ARS 15-545. Resignation of restrictions; unprofessional act; penalty.

A probationary or continuing teacher shall not resign after signing and returning his contract, unless the resignation is first approved by the governing board. A teacher who resigns contrary to this section shall be deemed to commit an unprofessional act and, upon request of the governing board, shall be subject to such disciplinary action, including suspension or revocation of certificate, as the state board of education deems appropriate.


The provisions of this article may be modified, amended or repealed at any time and no person shall be deemed to have acquired any vested right to continuing employment under or by virtue of any provision of this article.


The tenure of a teacher, as determined by the terms of this article, shall be preserved if such teacher transfers from a common school district to a high school district or from a high school district to a common school district if the board recognizes the previously established tenure of the transferred teacher, provided such districts have coterminous boundaries and have a common governing board.

ARS 15-549. Compulsory leaves of absence for criminal charges; continued salary.

ARS 15-549.A. If any certificated teacher is charged by criminal complaint, information or indictment with any criminal offense which would be deemed cause for dismissal, the governing board may immediately place the teacher on compulsory leave of absence for a period of time extending for not more than ten days after the date of the entry of the judgment in the proceedings.

ARS 15-549.B. Any teacher placed upon compulsory leave of absence pursuant to this section shall continue to be paid regular salary during the period of compulsory leave of absence.
<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Absences -</td>
<td></td>
</tr>
<tr>
<td>Holiday or Recess</td>
<td>14</td>
</tr>
<tr>
<td>Unexcused</td>
<td>10</td>
</tr>
<tr>
<td>Workday</td>
<td>10</td>
</tr>
<tr>
<td>Academic Credit</td>
<td>56</td>
</tr>
<tr>
<td>Accidents</td>
<td>66</td>
</tr>
<tr>
<td>Acting Status</td>
<td>78</td>
</tr>
<tr>
<td>Affirmative Action</td>
<td>6</td>
</tr>
<tr>
<td>Appeal Procedure</td>
<td>47</td>
</tr>
<tr>
<td>Application for Position (RIF)</td>
<td>37</td>
</tr>
<tr>
<td>Assault; Complaints by Third Parties</td>
<td>4</td>
</tr>
<tr>
<td>Assignment</td>
<td>51</td>
</tr>
<tr>
<td>Authority; Line of</td>
<td>68</td>
</tr>
<tr>
<td>Breaks</td>
<td>10</td>
</tr>
<tr>
<td>Calendar</td>
<td>100</td>
</tr>
<tr>
<td>Callback Pay</td>
<td>73</td>
</tr>
<tr>
<td>CEA</td>
<td>1</td>
</tr>
<tr>
<td>Chief Assignments</td>
<td>67</td>
</tr>
<tr>
<td>Compensatory Time</td>
<td>70</td>
</tr>
<tr>
<td>Contracts; Employment</td>
<td>6</td>
</tr>
<tr>
<td>Degrees; Credit for</td>
<td>55</td>
</tr>
<tr>
<td>Disciplinary Action</td>
<td>49</td>
</tr>
<tr>
<td>Distribution of Handbook</td>
<td>5</td>
</tr>
<tr>
<td>Distribution of Information</td>
<td>4</td>
</tr>
<tr>
<td>Dues Deduction</td>
<td>69</td>
</tr>
<tr>
<td>Early Retirement</td>
<td>19</td>
</tr>
<tr>
<td>Equal Employment Opportunity</td>
<td>6</td>
</tr>
<tr>
<td>Equivalent Credit</td>
<td>55</td>
</tr>
<tr>
<td>Evaluation</td>
<td>13</td>
</tr>
<tr>
<td>Experience; Credit for</td>
<td>83</td>
</tr>
<tr>
<td>Facilities; Use of</td>
<td>1</td>
</tr>
<tr>
<td>Four Day Workweek</td>
<td>11</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>18</td>
</tr>
<tr>
<td>Grievance Procedure</td>
<td>42</td>
</tr>
<tr>
<td>Handtools; Replacement</td>
<td>42</td>
</tr>
<tr>
<td>High Time Pay</td>
<td>73</td>
</tr>
<tr>
<td>Holidays -</td>
<td></td>
</tr>
<tr>
<td>Pay for Work</td>
<td>14</td>
</tr>
<tr>
<td>Hours of Work</td>
<td>8</td>
</tr>
<tr>
<td>Identification</td>
<td>67</td>
</tr>
<tr>
<td>Industrial Commission Insurance</td>
<td>99</td>
</tr>
<tr>
<td>Information; Distribution of</td>
<td>4</td>
</tr>
<tr>
<td>In-Service Education</td>
<td>54</td>
</tr>
<tr>
<td>Insurance; Health/Life/LTD</td>
<td>18</td>
</tr>
<tr>
<td>Lead Assignments</td>
<td>67</td>
</tr>
<tr>
<td>Leaves of Absence</td>
<td>22</td>
</tr>
<tr>
<td>Meal Periods</td>
<td>10</td>
</tr>
<tr>
<td>Meet and Confer</td>
<td>2</td>
</tr>
<tr>
<td>Minimum Leave of Absence Charged</td>
<td>31</td>
</tr>
<tr>
<td>Mileage Allowance</td>
<td>74</td>
</tr>
<tr>
<td>Natural Disaster</td>
<td>31</td>
</tr>
</tbody>
</table>
Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Phoenix Ariz Union High Sch Dist Classified Ees

With Single Independent Association

Arizona

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 700

2. Number and location of establishments covered by agreement 8 high schools + 5 mini-schools

3. Product, service, or type of business Educational

4. If your agreement has been extended, indicate new expiration date 6-30-86

Your Name and Position Roger R. Hocken, Director Classified Personnel

Address 2526 W. Osborn Road

City/State/ZIP Code Phoenix, Arizona 85017

Area Code/Telephone Number (602) 251-3804

BLS 2452 (Rev. August 1984)