

# **EDUCATIONAL SUPPORT PROFESSIONALS AGREEMENT**

**July 1, 2020- June 30, 2021**

## **Board of Education**

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This handbook represents the Personnel Policies of Weber School District as they relate to classified employees. This agreement shall be governed by and subject to the laws of the State of Utah. Any provisions of this agreement, that conflict with prevailing Utah law, shall be null and void.

## **AGREEMENT – GENERAL PROVISIONS**

The District agrees to recognize the Association as the exclusive bargaining agent for their employees as long as its members comprise the majority.

Negotiations are conducted annually between district staff and association officers to improve policies, salary schedules, and working conditions.

## **EMPLOYEE DEFINITIONS**

It is the policy of Weber School District to comply with all applicable state and federal laws regarding hiring, retention and dismissal of its employees including the Utah Orderly School Termination Procedures Act (“the Act”), Utah Code Ann. 53A-8-101 to -107.

### **Temporary Employees:**

Temporary Employees include the following:

- All employees who are normally scheduled to work less than 20 hours per week.
- All employees who are on call as substitutes.
- All seasonal employees.

Temporary Employees have no expectation of continued employment and may be dismissed by the District at any time for any or no reason. Regarding any decision to terminate their employment, Temporary Employees have no due process rights, grievance rights, or appeal rights.

In addition, all newly hired employees of Weber School District are Temporary Employees for the first 90 working days of their employment. This initial 90-day period is an “Assessment Period” for the employee and the District to determine the employee’s suitability for and desire for the position in question. During the Assessment Period the employee is “at will”. That is the employee or the district may terminate the employment relationship at any time during the Assessment Period for any reason or for no reason. Regarding any decision to terminate their employment during this Assessment Period, the employee is not entitled to any due process rights, grievance rights or appeal rights.

## **Provisional Employees**

Provisional Employees are all employees who work 4 hours or more and have not yet completed 3 full satisfactory contract years of service. Provisional employees who have successfully completed their Assessment Period but who are in their current classification for less than three years are not otherwise defined as a Temporary Employee. In calculating an employee's three years of provisional service; employees hired before February 1<sup>st</sup>, of their first contract year, will have that year counted towards their provisional status. Employees hired after February 1<sup>st</sup>, of their first year of service, their first provisional year will be the next contract year starting July 1<sup>st</sup>. A full contract year is July 1<sup>st</sup>- June 30<sup>th</sup>.

Provisional Employees have no expectation of continued employment beyond their current contract period. Provisional Employees will not be dismissed during the term of their current contract except for cause. If the district intends not to renew the contract of employment of a Provisional Employee, said written notice shall be issued at least 60 days before June 30<sup>th</sup>. However, the District may choose not to renew the contract of a provisional employee for any reason or for no reason. In the event of a non-renewal the Provisional Employee is not entitled to any due process rights.

An employee who is non-renewed must complete 3 years successful employment outside of Weber School District before they are eligible for rehire. Employees who are non-renewed at one position may apply for another position that has a different job description.

Provisional Employees include any employee who moves from one job classification or title to another, whether previously a career employee or not. For example: a provisional or career employee who moves from a regular or assistant position to a lead position is a provisional employee for the first three years at the new position.

## **Career Employees:**

A Career Employee is an employee who is not otherwise defined as a Temporary Employee who has completed three years of service in their current classification. Career Employees have an expectation of continued employment and will not be dismissed without due process unless there is a reduction in force as provided in Utah Code Ann. 53A-8-107.

When a career employee accepts a position which is substantially different from the position in which career status was achieved and his or her performance proves to be unsatisfactory, the employee will be reassigned to a position similar to the position where career status was achieved. If a similar position is not available, the employee will remain in their current position until a comparable position becomes available.

## **NEW EMPLOYEES**

Employees hired after February 1 will not receive a step raise on July 1.

## **RECRUITMENT AND SELECTION OF PERSONNEL**

The basic purpose of personnel recruitment and selection shall be to fill existing vacancies with individuals who meet established qualifications and who appear likely to succeed in the position to which they are assigned. It shall be the duty of the Superintendent or designee to establish the necessary criteria and procedures for the recruitment and selection of all classified personnel.

The Superintendent or his designee should use the following guidelines:

1. Qualified applicants should be actively sought.
2. All such vacancies will be advertised for a period of five (5) working days except in cases of an emergency hire situation when the vacancy may be advertised for a minimum of three (3) working days.
3. Selection shall be based solely on merit.
4. Current classified employees who desire to apply for an available position may submit resume and letters of recommendation.
5. All conditions being equal, an employee of the district will be given first consideration for a job position.
6. Lists of personnel selected shall be reported to the Board for approval.
7. Weber School District will consider seniority in cases where all things being equal, first consideration will be given to the most senior employee in the district in their field of employment.
8. Seniority in Weber School District shall accrue beginning on the date and time of their hire date.
9. Seniority shall be considered for assignment of hours, duties and open positions that don't require an interview.

## **Hiring Procedures**

With the exclusion of bus drivers, a person who hires into the district as a classified employee may be given years of experience on the salary schedule as determined by the verification form that is to be completed by the department supervisor.

## **Working Days; Working Hours; Work Assignments**

Effective July 1, 2013, all classified employees hired to work less than 30 hours per week shall not receive benefits unless these benefits are mandated by state and/or federal law. Benefits not provided to classified employees hired after July 1, 2013 and that work less than 30 hours per week include: retirement service credit, district health insurance, district dental insurance, district vision insurance, district term-life insurance, leave and long-term disability benefits. Classified employees hired before July 1, 2013 and who work between 20 hours and 30 hours per week and who do not separate from service, will continue to receive benefits as currently provided.

## **Contract Hours; Lunches; Breaks**

Contract work hours, lunches and breaks are determined by the school/location Administrator with input from the appropriate supervisor and or unit manager. The Administrator will schedule work hours, lunches and breaks based on the needs of the school. These schedules will be communicated to departments inside the school. When changes are necessary, changes will be communicated through the administrator to all departments.

## **Leave Without Pay**

Leave without pay must be approved by the school/location Administrator prior to taking the leave. Leave without pay will only be granted for emergencies. If leave without pay is approved for illness, employees will be asked to provide a doctor's note. Employees who do not receive benefits will need to have leave without pay approved by their school/location Administrator for each use of leave without pay.

## **Bus Drivers**

Days of work will be 179 days (this includes one 8 hour day for in service prior to the start of school and one 8 hour day for bus cleaning and turn in at the end of the school year.). The rate of pay will be the regular hourly rate of each driver. This day will replace the 179th day in the current work schedule. Drivers will also be paid at the employee's current hourly rate for re-certification training and 2 hours of log development each year.

Special Education drivers will be paid 8 hours for route development. This includes calling parents, setting up times for pickup and drop-off.

### **Activities and Field Trips**

Reimbursement for activity, field trips and extra runs for the school year will be paid at the current rate on the salary schedule. Extra runs will include field trips, special activities and athletics.

## **Working Hours**

Beginning January 1, 2005, Bus drivers base working hours are comprised of regular driving time, plus forty five (45) minutes per day for pre-trip inspection, morning engine warm-up and post trip care, i.e., checking, sweeping and such care as may be needed, meeting with parents, principals and/or Director of Transportation, refueling runs, travel to the bus shop for maintenance and washing as the vehicle may need. In subsequent years, the district shall re-examine the amount of time for these tasks based upon state funding and the status of the transportation account.

All runs will be at the hourly rate, with a minimum of two hours for each bus required. For all salary purposes, hours will be figured to the closest 15 minutes time interval.

If a change in the amount of driving time turned in by a bus driver is necessary, the driver and the bus supervisor will decide what the change will be.

## **Nutrition Service Worker**

### **Working Days**

Total working days shall be as follows:

Elementary	178 days
Elementary Managers	181 days
Secondary	178 days
Secondary Managers	181 days

Subject to adjustment as school calendar changes.

This schedule provides for a clean-up day at the beginning and end of the school year. In addition, this schedule provides Unit Managers one (1) day of planning and one (1) day for workshop.

Employees are expected to schedule medical appointments outside of regular work hours.

When extra cleaning and serving days beyond the above scheduled days are needed because of approved altered individual school schedules, the additional time will be submitted on a miscellaneous payroll after the day has been worked.

All service managers will receive 1 extra day (181 days) for back to school night/ registration to collect money.

### **Daily Hours**

Daily hours of hourly workers may be adjusted in relation to the total number of meals served. It is the responsibility of the Unit Manager to closely monitor this, and consult with the District Supervisor as adjustments are needed.

Employees are required to call their individual school manager by 6:30 a.m. if they are to be absent that day.

### **Assignment of Personnel**

The basic consideration in the assignment of personnel in the Weber School District is for the support and well being of the district and child nutrition program. The appropriateness of the assignments will have a significant impact on the morale of the staff and effectiveness of the district and the child nutrition program. Transfers will be made as needed or necessary after consultation with the Unit Manager, Principal and District Supervisor.

### **District Office Secretaries**

The basic consideration in the assignment of secretaries in the Weber School District is for the support and well being of the district and school program. The appropriateness of the assignments will have a significant impact on the morale of the staff and effectiveness of the district and school program.

It is the policy of the Weber Board of Education that secretarial personnel be assigned on the basis of their qualifications, the needs of the district, and their expressed desires.



## **Maintenance and Custodial**

All classified employees currently working on a 258 day contract will be reduced to a 257 day contract effective July 1, 2016. This reduction of days will be used on specific days during Christmas Break.

### **New Employees**

Any overpaid vacation at the time of termination in the first eighteen months of employment will be deducted from the final salary settlement which has been accrued at the rate of .833 days per month.

Contract employees called from home to perform duties on an emergency basis during off-duty hours will be paid at time and one-half from home to home. A minimum of two hours will be recognized for any employee called out.

## **Secretaries and Aides**

### **Period of Employment**

Para professional, teacher aides	180 days
Media aides	185 days
Assistant secretaries	183 days
Attendance secretaries	183 days
Elementary head secretary	200 days
Bookkeepers	10 months
Head Junior & senior high secretaries	12 months

### **School Calendar Comp Days**

- 3 comp days are built into each school year which are included in all employees calendar work days.
- It is required for the above listed Classified Employees to either make up hours during the current school year to equal the number of hours worked each day times 3 OR use personal leave on the Board Approved comp. days.
- These employees MUST work with their Administration as to how comp. time hours will be completed.
- To calculate how many hours need to be made up for a comp day= number of hours employee works per day times the number of comp. days not taking leave. Example: a 4 hour aide who chooses not to use personal leave for all 3 comp days will need to complete 12 hours to cover their 3 comp days (4 hours x 3 days = 12 hours)
- Hours to count for comp hours can only occur after the aide/ secretaries' regular hours are complete. (Example: If they work till 3:30, and PTC goes till 7:30, and they stay the whole time, that person can receive 4 hours to go towards their comp time.)

- If classified employees work during Back to School Night and PTC's, these hours will count toward the comp days. It is an administrative decision when classified employees will work to make up the hours that count towards the comp days.

#### **Additional Comp Time**

- Additional comp time worked should be approved by supervisor/ administrator and tracked in a central location at the school.
- Comp time accrued is good for 1 year from accrued date (ie: If you earn 5 hours on May 16<sup>th</sup>, 2018 you have until May 16<sup>th</sup>, 2019 to use or be paid for this time).

#### **Use of Secretaries & Educational Aides**

Assignments which are professional will not be delegated to a non-professional person. Secretaries and educational aides are to be used to augment, rather than replace licensed educators in their professional role.

The Weber School Board accepts the state guidelines of September 1973, Educational Aides for Utah School, wherein, "The aide is at all times an assistant, and responsible to a member of the professional staff in charge of the service. The professional educator has primary responsibility to children, whereas the primary responsibility of the aide is to the professional."

#### **Assignment of Secretaries and Aides**

The basic consideration in the assignment of secretaries and educational support personnel in the Weber School District is for the support and well being of the district and school program. The appropriateness of the assignments will have a significant impact on the morale of the staff and effectiveness of the district and school program.

It is the policy of the Weber School Board that secretaries and educational support personnel be assigned on the basis of their qualifications, the needs of the district, and their expressed desires.

Secretaries will be notified in writing, at least two (2) months prior to the end of the current school year of their reemployment for the succeeding school year. Aides and para-professionals will be notified in writing of their **possibility of assignment** no later than June 30 of each year. Aide and para-professional assignments are based upon enrollment and funding available.

## COMPENSATORY TIME/OVERTIME/WORK WEEK

The standard Work Week of all of the non-exempt employees who fall under the Fair Labor Standards Acts (FLSA) will not exceed forty hours per week. Working over 40 hours a week is considered to be compensatory time and is administered according to the FLSA.

Each department may establish a Work Week which defines a beginning and ending time. If one is not otherwise defined, the Work Week is defined as starting Monday, 12:00 a.m. and ending at 11:59 p.m., Sunday.

Each employee shall comply with the time-keeping protocol as determined by their department by daily recording regular time worked and /or any exceptions to their regular contract work time.

It is the responsibility of the principal/supervisor at each school/department to make sure that no employee (non-exempt) covered in the FLSA works in excess of the forty hours per week unless it is requested by the employee's principal/supervisor.

Compensatory time is only available when the employee **works** more than 40 hours in the Work Week. Any leave taken during the Work Week does not count toward the 40 hour requirement.

Compensatory (overtime) time must be:

- Paid at 1.5 times the employee's wage **OR**
- Given as compensatory time at 1.5 hours for each hour worked beyond the 40 hour work week
- Performed on the work site unless prior approval is given by immediate supervisor

Compensatory (overtime) Time is given:

- When non-exempt employee **works** more than 40 hours in the work week
- When the supervisor gives prior approval for the non-exempt employee to work more than 40 hours
- When the supervisor gives prior approval for the compensatory time or overtime pay

Approved compensatory time may be carried over to the next contract year.

Questions regarding the Work Week are to be directed to the Human Resources Office.

The district is committed to abide by all applicable provisions of the FLSA.

## CONFLICT OF INTEREST

No employee of the Weber District shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question or conflict with the employee's duties and responsibilities.

Employees shall not engage in work of any type where the source of information concerning customer, client, or employer originates from any information obtained through the school system.

## **JOB APPEAL PROCESS**

Please contact the Human Resources Office for questions regarding job appeals.

## **DEDUCTIONS**

Payroll deductions will be made on a regular monthly basis. New program deductions or changes will be accepted no later than the 15th of each month beginning September 1, through June 15. No changes in deductions will be made during July and August.

## **TRANSFERS**

1. A current list of vacancies will be posted and maintained for the convenience of Weber District employees.
2. Transfers or re-assignments shall be made after discussion between the Principal or supervisor, the appropriate district staff, and the employee involved. The employee may request representation from the Weber Education Support Professional Association when appealing. Transfers and reassignments will consider the competence skills and length of service of the employee.
3. Employees that work under 8-hours a day. This employee will be placed on the next higher step than what they currently receiving in their new lane.
4. Employees who are full time and work 8 hours a day. This employee if they are moving on the same salary schedule will be moved to the new lane at the same step currently holding.
5. Employees transferring to a new salary schedule will go through the verification process.
6. Employees transferring to a supervisors salary schedule will receive no experience credit or the 5 % increase as necessary increases are built into the existing supervisory salary schedule.
7. Should an employee be moved involuntarily to a position at a lower rate of pay, the employee's salary will remain frozen at the current rate of pay until the appropriate lane and step catches up to the frozen amount.

8. Involuntary transfer can be made anytime during the contract year.

## EVALUATIONS

### *1. Purpose of Evaluation*

Weber School District wants qualified employees that have satisfying employment opportunities. This is achieved in part through a cycle of ongoing feedback on expectations of performance, setting goals for improvement, and appropriate training and remediation.

The evaluation process should meet the following criteria:

1. Recognize quality performance
2. Be based upon improvement, not fear of discipline
3. Provide opportunity for open honest communication
4. All for prioritization of areas of improvement
5. Provide information about resources to assist in identified areas of improvement
6. Recognize improvement
7. Provide measurable feedback on job performance standards

### *2. Evaluation Process*

Those who have direct line authority will be conducting the evaluation with input from resource supervisors.

<b>Department</b>	<b>Major Evaluator</b>	<b>Secondary Evaluator</b>
Custodial	Immediate Supervisor	Site Admin
Cooks	Immediate Supervisor	Site Admin
Technology	Immediate Supervisor	Site Admin
Transportation	Trans. Supervisor	Site Admin
Maintenance	Immediate Supervisor	Site Admin
Secretaries & Aides	Site Administrators	Supervisor
Para Professionals	Site Administrators	Supervisor

The Evaluation Process:

- a. All Classified employees will have access to a copy of the job description, evaluation process and evaluation tool at the time they are first hired by their supervisor. This document will be available on the internet.
- b. A supervisor will go over the evaluation procedures and answer any questions as part of the new employee orientation.
- c. All classified employees are “AT WILL” for the first 90 work days and will be involved in ongoing training and evaluation during this period of time.
- d. Provisional employees (Employees in the first 3 years of employment with Weber School District) will have at least one formal evaluation conference every year for 3 years.

- e. Career Employees (Employees who have successfully completed 3 years of employment with Weber School District) will have a formal evaluation conducted by a supervisor and an evaluation conference once a year.
- f. Evaluations are based upon ongoing performance during the year. If deemed necessary, a supervisor may request a formal supervisor evaluation and conference at any time.
- g. An evaluation conference, including goal setting will be held at the start of each school year.
- h. If as part of the evaluation process there is a need for any type of remediation or discipline, a site administrator (or in the case of Maintenance and Technology a District Supervisor or director) will be involved in the evaluation conference.
- i. Evaluations will be sent to the district personnel office to be placed in the employee's permanent personnel file.
- j. Employees have the right to respond to the evaluation in writing and have it placed with the evaluation in the personnel file.

*3. Areas and Criteria for Evaluation:*

The District shall identify areas and criteria for evaluation that are subject to change by the District administration based on the needs of the District. Employees will be notified of any changes in the areas or criteria for evaluation at least 90 days before the changes go into effect. The initial areas and criteria for evaluation are as follows:

## **REMEDIATION PROCEDURE**

**Failure to Perform:** When an employee's performance ceases to meet district's expectation levels, the immediate supervisor shall notify the employee in writing of their being placed on remediation outlining the specific areas of deficiency.

The purpose of remediation shall be to assist the employee in strengthening those areas in which the employee's performance is sub-standard.

**Team:** At the time of remediation notification, the employee and the immediate supervisor shall discuss the composition of the remediation team. The team shall consist of one member of the employee's choosing, one member of the supervisor's choosing, plus the employee and supervisor.

**Guidelines:** The remediation team shall cooperatively develop a remediation plan which shall list each area of deficiency and shall designate specific remediation to overcome each area of deficiency. The remediation plan shall include a minimum of two reviews of the employee's progress by the remediation team with a written assessment report being rendered by the remediation team to the employee after each review. The assessment report shall list areas of improvement or sub-standard performance on the part of the employee with additional recommendations and suggestions for meeting the expectation levels as prescribed by the remediation team.

**Time Period:** The remediation procedure shall not exceed 120 working days. If in the judgment of the remediation team the employee is not performing at the agreed-upon level as described in the remediation plan, the remediation team shall notify the Human Resources Office of its decision with a copy sent to the employee.

## **ORDERLY TERMINATION OF CAREER CLASSIFIED EMPLOYEES**

The District and the Association hereby endorse an act relating to orderly termination in the District. The District and the Association further accept the requirements and provisions of the State act, and adopt the following orderly termination procedures in regard to standards of due process and cause for termination.

### **DEFINITIONS:**

1. "Contract term" or "term employment" means the period of time a employee is engaged by the school district pursuant to a contract of employment, whether oral or written.

2. "Dismissal" or "termination" means:

- a. Any termination of the status of employment of an employee.
- b. Failure to renew the employment contract of a employee, who, pursuant to the employment practices of the District, has a reasonable expectation of continued employment in successive years.
- c. Reduction in the salary of an employee not generally applied to all employees of the same category, in the employ of the District during such an employee's contract term.
- d. Change of assignment of a employee with an accompanying reduction in pay, unless such assignment change and salary reduction are agreed to in writing.

The District, by contract with its employees or their Association, or by resolutions of the Board shall establish procedures for termination of career employees in an orderly manner without discrimination.

The orderly dismissal procedure adopted by the Weber District shall be as follows:

1. If the district intends to not renew the contract of a provisional employee, the district will give written notice to the employee within 60 calendar days before the last contract day of the year (June 30<sup>th</sup>).
2. If the district intends to not renew or discontinue the contract of a career employee or to terminate a career or provisional employee's contract during the contract term:
  - a. the district shall give written notice of the intent to the employee
  - b. the notice shall be served by personal delivery or by certified mail addressed to the employee's last-known address as shown on the records of the district;
  - c. the district shall give notice at least 30 days prior to the proposed date of termination;
  - d. the notice shall state the date of termination and the detailed reasons for termination
  - e. the notice shall advise the employee that the employee has a right to a fair hearing and that the hearing is waived if it is not requested within 15 days after the notice of termination was either personally delivered or mailed to the employee's most recent address shown on the district's personnel records; and
  - f. the notice shall state that failure of the employee to request a hearing in accordance with procedures set forth in the notice constitutes a waiver of that right and that the district may then proceed with termination without further notice.
3. In the absence of timely notice, a employee (provisional or career) is deemed to be re-employed for the succeeding contract term with a salary based upon the salary schedule applicable to the class of employee into which the individual falls.



4. If a district intends to not renew a career employee's contract for unsatisfactory performance or terminate a career employee's contract during the contract term for unsatisfactory performance, the district shall:

- a. provide and discuss with the career employee written documentation clearly identifying the deficiencies in performance;
- b. provide written notice that the career employee's contract is subject to nonrenewal or termination if, upon a reevaluation of the career employee's performance, the career employee's performance is determined to be unsatisfactory;
- c. develop and implement a plan of assistance, in accordance with Section 5.3.1 of this Agreement, to allow the career employee an opportunity to improve performance;
- d. reevaluate the career employee's performance; and
- e. if the career employee's performance remains unsatisfactory, give notice of intent to not renew or terminate the career employee's contract in accordance with paragraph 2 above.

5. A career employee has a right to a fair hearing when the career employee's contract is terminated consistent with the following procedures:

- a. A employee must request a hearing fifteen (15) days from the date the notice of termination is personally delivered or postmarked.
- b. Upon request of a hearing, the district superintendent will appoint a hearing officer from a list, created by the Association and the district, of mutually agreed upon hearing officers.
  - i. Hearing officers must be professionals with experience in education.
  - ii. A hearing officer may be a licensed attorney but does not have to be.
  - iii. The list of hearing officers will be updated on a regular basis to ensure the availability of the hearing officers on the list.
- c. Unless agreed upon in writing by both parties that an extension is necessary, a fair hearing will be held within sixty (60) days of the appointment of a hearing officer.
- d. The employee and district may each be represented by counsel, produce witnesses and evidence, hear testimony and cross-examine witnesses. Witnesses and documentary evidence each party intends to introduce at a hearing must be provided to the other party at least one week prior to the hearing.

- e. A fair hearing is an informal administrative hearing and is not bound by the same rules of procedure and evidence that govern civil or criminal matters, including the rules regarding discovery.
- f. If deemed necessary, a court reporter will take an accurate transcript of the fair hearing and will provide the transcript to the fair hearing officer within a reasonable time following the hearing.
- g. The fair hearing officer:
  - i. May request briefs to be filed prior to the hearing
  - ii. May rule on motions submitted by the parties
  - iii. Will hear all evidence and testimony at the hearing
  - iv. Will make a determination about whether the district had cause to terminate the employee.
  - v. Will prepare a written report with a recommendation to either uphold the district's termination or to overturn the district's termination, and submit the written report to the district and to the employee (or their representatives).
- h. The hearing report will be presented to the school board for final determination to accept or not accept the hearing officer's recommendation. If the board does not accept the hearing officer's recommendation, the board will prepare a written report with a rationale for rejecting the hearing officer's recommendation.
- i. The fee for the hearing will be split evenly (50% and 50%) between the employee and the district.
- j. Nothing in this section precludes the employee or the district from pursuing appropriate relief through state or federal court.
- k. Nothing in this section shall be construed to preclude staff reduction when necessary due to decreased student enrollment in the district because of the discontinuance of a particular service, because of the shortage of anticipated revenue after the budget has been adopted, or because of school consolidation.

## **PERSONNEL RECORDS**

One official personnel file shall be kept on the employee at the district level. One school file may also be kept by the principal at the school level.

The employee's school or personnel file will be open to the employee upon the employee's written request. Said file will be available to a representative, i.e., Association representative and or a legal representative. If the official file is accessed, there shall be a record containing the date and reason. In the event the employee disagrees with an item to be placed in the school or district personnel file, the employee may write a written response to be placed alongside that document in their file.

## **GRIEVANCE PROCEDURES**

### **DEFINITION**

A grievance shall mean a notice by a employee(s) and/or a representative of the employee that there has been an alleged violation, misinterpretation or inequitable application of any provision in the Weber Educational Support' Professional Agreement or other written agreements with the Association and the District which affects Educational Support Professionals.

The following complaints, appeals for resolution, or grievances are specifically excluded:

- Complaints regarding disciplinary actions, termination, and other matters pursuant to District Policy 7900 and the, which can be addressed in accordance with UCA 53G, Part 11.
- Complaints regarding employee evaluations or performance reviews, in accordance with the Weber Educational Support Professional Agreement Evaluation Section, which can be addressed by following the Evaluation Section of the Agreement.
- Necessary Staff Reductions pursuant to UCA §53G-11-516.
- Job classification and compensation issues, which can be addressed through the Human Resources Department.
- Request for voluntary transfer, in accordance with the Weber Educational Support Professional Agreement Section Transfers.
- Any other matter where the subject and applicable appeal process is specifically identified in another District Policy.

### **PURPOSE**

The purpose of grievance procedures is to secure, at the point of origin, and most informal level, equitable solutions to the problems which arise.

## REPRESENTATION

The District, the employee and a representative of the employee will cooperate in the investigation of any concern. It will be the employee's responsibility to notify a representative. A representative may attend any meeting or informal discussion under this Section. Any employee has the right to have a representative of choice at all meetings and all informal discussions under this Section.

## STEPS

### **1. Step 1 Informal Discussion with Individual**

A grievance must be filed within thirty (30) days of the incident, or if the grievance includes an accumulation of incidents, thirty (30) days of the most recent incident, although an investigation may include all prior incidents leading up to the filing of the grievance.

If the grievance involves another individual who is not the employee's supervisor, the employee should first discuss the grievance with that individual directly in an attempt to resolve the grievance.

### **Step 2 Informal Discussion with Supervisor**

If the employee cannot resolve the grievance directly with the individual or if the grievance does not involve another individual, the employee will discuss the concern with the employee's supervisor, with the objective of resolving the matter informally.

If the grievance is with the employee's supervisor, the employee may meet directly with the employee's supervisor or request that a representative meet with the supervisor directly on behalf of the employee.

### **3. Step 3 Formal Grievance**

If, after the discussions with the supervisor, a concern still exists, the employer or a representative of the employee may invoke the formal grievance procedure. A written letter of concern shall be filed to the Human Resource Director or designee by the employee and/or representative within ten (10) district business days of the informal discussion with supervisor. Thereafter, as soon as possible, the employee and association representative shall meet with the Human Resource Director or designee to discuss any possible resolution to the concern. The Human Resource Director or designee may gather additional facts as necessary, and may also meet with the other party if there is more than one party involved in the dispute. The Human Resource Director or designee will issue a written response within ten (10) district business days of receiving the written letter of concern.

#### **Step 4 Final Appeal to Superintendent or Designee**

If the employee is not satisfied with the written response from the Human Resource Director or designee, the employee may submit a written appeal to the Superintendent or Superintendent's designee at the Superintendent's discretion within five (5) district business days of receipt of the response from the Human Resource Director or designee. The Human Resource Director or designee will submit the written response to the letter of concern to the Superintendent or designee and the Superintendent or designee will review both the appeal and the written response. In the Superintendent's or designee's discretion, the Superintendent or designee may meet with the employee and/or a representative of the employee and any other party involved in the dispute. Within five (5) district business days, the Superintendent or designee will issue a written decision in response to the grievance. The Superintendent's or designee's written decision is the final administrative action.

This does not negate the employee's right to appeal to the courts, or to seek redress through legal action of the courts. However, no legal action may be commenced without first exhausting the employee's rights under this agreement.

#### **Miscellaneous Grievance Provisions**

No person shall suffer recrimination or discrimination because of participation in this grievance procedure.

Confidentiality will be observed in accordance with Utah law.

Nothing contained herein shall be construed so as to limit in any way the ability of the District and the employee and others to resolve any grievance, mutually and informally.

Notice of all responses or decisions relative to grievances under this policy shall be hand delivered or delivered by reasonable, secure means, certified mail, return receipt requested, or secure mail.

All records of these proceedings are maintained in accordance with the Utah Government Records Access and Management Act.

## **Fitness for Duty Policy**

### HEALTH EXAMINATIONS/FIT FOR DUTY

Each employee is required to report to work in an emotional, mental and physical condition (including free of the effects of alcohol and drugs) necessary to perform his or her job in a safe and satisfactory manner. A fitness for duty evaluation is designed to address behavior and conduct by an employee that may pose a potential threat to self or others in the workplace. Application of this policy is not intended as a substitute for District policies or procedures related to chronic performance or behavioral problems or as a substitute for discipline. Supervisors shall continue to address performance or behavioral problems through the performance appraisal process and to implement appropriate corrective or disciplinary action.

### LEGAL STANDARD

The District will comply with federal law (primarily the Americans with Disabilities Act of 1990, as amended in 2008 [ADAAA]) and the Family Medical Leave Act (FMLA). Federal law permits the District to require a medical examination of an employee if the requirement for the examination is job-related, consistent with business necessity, and if the District has a reasonable belief that: (1) the employee's ability to perform essential job functions may be impaired by a medical condition; or (2) an employee may pose a direct threat (i.e., significant risk of substantial harm to the health and safety of self or others) due to a medical condition. The District will comply with all other federal and state laws pertaining to an employee's disability, medical leave, or injury on the job.

### DEFINITIONS

- a) Business Necessity: Is the person capable of performing the assigned job. A business necessity in the schoolhouse includes ensuring employees are capable of providing a safe education environment for students and staff, including but not limited to classroom, field trips, after school activities and the like. An example of something that is NOT a business necessity for a employee might be ensuring the employee to run 2 miles. An example of something that MAY be a business necessity is ensuring a employee is alert and coherent on the job.
  
- b) Fitness for Duty Examination: a limited scope examination by an independent health care provider that evaluates an employee's ability to safely perform the essential job functions, with or without reasonable accommodations. A Fitness for Duty Examination may only be required if the examination is job-related—which means it is limited in scope to whether the person can perform the functions of the job assigned—and consistent with business necessity.

c) Fitness for Duty Committee: A District committee comprised of the Human Resources Director and/or Assistant Director, the District's legal counsel, and the employee's immediate supervisor that determines whether a Fitness for Duty Examination is necessary based on the factors outlined in this policy and whether and when an employee may return to work following a Fitness for Duty Examination, provided the employee's immediate supervisor does not have access to the examination or other private information

## FITNESS FOR DUTY REQUIREMENTS

When it is job-related and consistent with business necessity, the Fitness for Duty Committee may require a Fitness for Duty Examination under the following circumstances:

- a) If an employee is having observable difficulty performing his/her duties in a safe and effective manner;
- b) If an employee poses a serious safety threat to self or others due to a medical condition; or
- c) If, upon return from FMLA and receipt of an FMLA return-to-work certification from the employee's health care provider, the Fitness for Duty Committee has reasonable and articulable concerns that the employee is not capable of performing the employee's essential job functions.

All school employees, including educational support professionals, duties include exercising reasonable and ordinary care to maintain a safe education environment for students and others, including but not limited to classroom, field trips, class activities and the like. While schools and their employees cannot guarantee a student will never be harmed while at school, employees are responsible for providing reasonable supervision of students and acting in a manner that a reasonable student would feel safe.

Factors the Fitness for Duty Committee may consider when making a determination to require a Fitness for Duty Examination include:

- a) Whether the employee made threats that a reasonable person would consider to be more than mere hyperbole. For example, but not intended to be all inclusive:
  - Verbal or written threats to self or others with a specified time, place, or manner of carrying out the threat
  - Repeated verbal or written threats to self or others
  - Verbal or written threats to self or others accompanied by the employee hitting, kicking, pinching, grabbing, slapping, pushing, throwing objects at, or otherwise assaulting a student or employee
  - Verbal or written threats described with violent imagery or detail

b) Whether the employee was observed demonstrating difficulty carrying out the employee's essential job functions. For example, any or a combination of the following, but not intended to be all inclusive:

- Slurred and/or jumbled speech
- Asleep on the job
- Non-responsiveness when addressed by students or other employees
- Inability to engage in a conversation with students or other employees
- Highly and unusually distractible

c) Whether the employee was observed demonstrating a physical difficulty carrying out the employee's essential job functions. For example,

- cannot climb a flight of stairs without sitting down to catch her breath;
- unstable on feet, and appears to be stumbling or wobbling
- unable to speak in full sentences or follow a conversation;
- unable to remember simple tasks, or to properly orient herself

The District Fitness for Duty Committee will receive documentation of symptoms or observations when making a determination to send an educator for a Fit for Duty Examination.

The District may determine an employee is a serious threat to self or others based on observations, reliable information by a credible third party, or statements the employee him or herself has made.

The District may ask for medical documentation that explains the effects of prescription medication on the employee's ability to perform the job.

An employee required to have a Fitness for Duty Examination will be placed on paid administrative leave until the employee obtains a report from the examiner regarding the Fitness for Duty Examination and submits it to the Fitness for Duty Committee for review and has been cleared to return to work. An employee's supervisor will not be part of the Committee for purposes of reviewing the report but may consult the Committee on the employee's specific job duties in helping the Committee determine whether to return the employee to work and make suggestions for a return to work plan.

The Fitness for Duty Examination is paid for by the district and the report is property of the district. The district may share the report with the employee or the employee's advocate with consent from the Fitness for Duty examiner.

The District will maintain a list of independent, licensed health care professionals with forensic training that may conduct a Fitness for Duty Examination.



Any Fitness for Duty Examination required by the District will be paid for by the District.

The Fitness for Duty Examination results shall be presumed valid. If the employee disagrees with the results, the employee may, at his or her own expense, obtain a second opinion which the Fitness for Duty Committee will consider, but the Fitness for Duty Committee has ultimate discretion regarding which medical opinion, if differing, to rely on in making a determination of allowing an employee to return to work.

The Fitness for Duty Committee will review the results of the Fitness for Duty Examination and determine whether the employee may return to work, with or without reasonable accommodations.

If accommodations are necessary, the Fitness for Duty Committee will meet with the employee and engage in the interactive process to determine what accommodations need to be made.

Continued employment may be contingent on a plan to return to work, including compliance with recommendations provided by the Fitness for Duty Examiner, such as periodic testing, additional assessments, and compliance with resulting recommendations. Applicable leave policies and health plan benefits shall apply.

Under the Health Insurance Portability and Accountability Act (HIPAA), any document containing medical information about an employee is considered a medical record and is regarded as confidential. Records of Fitness for Duty Examination shall be treated as confidential medical records and maintained by the District as appropriate. This information may be shared only on a "need to know" basis in as limited capacity as is necessary. Employees or their advocates may obtain a copy of the Fitness for Duty Examination from the District upon written request, and with consent from the Fitness for Duty Examiner

Employees are entitled to representation and/or support through the process described above.

Nothing in this provision prohibits the District from requiring a risk assessment of employees through the Employee Public Assistance program (Blomquist Hale) where there is an imminent threat of harm to self or others. The risk assessment will not be a full scale evaluation and will not result in a diagnosis, report, or disclosure of other sensitive health information.

## INSURANCE

**\*\*As of July 1, 2013 only employees working 6.0 hours per day or more (30 hours or more a week) are eligible for Leave, Retirement, Medical, Dental, Vision, Life and Long Term Disability benefits. Those employees working 20-30 hours prior to July 1, 2013 have been grandfathered in and will continue to receive Leave, Retirement, Dental, Vision and Long Term Disability benefits unless an employee's working hours drop below 4 hours per day.**

### Medical Insurance

The District will pay a percentage of the base plan (to be determined in annual negotiations) of the Health and accident insurance. An eligible employee shall be allowed to sign up at time of employment. **Eligible employees shall be permitted to change insurance from August 1 – August 31 only**, except in cases where family status changes, i.e. marriage, birth, etc. Insurance changes made by eligible employees during the open enrollment period will become effective September 1st.

Employees hired in positions that qualify for health insurance will be eligible to receive such insurance following the completion of 60 calendar days after the employee's first contract day of employment in such position.

The 60 day waiting period applies to any current employee who does not qualify for insurance and is transferring to a position which will qualify them for insurance.

The District may waive the 60 day waiting period for a new hire that is hired into a position which is similar to the position he/she is vacating provided the new hire is covered by health insurance in the vacated position.

For additional insurance and premium information contact the Payroll or Human Resources Offices or the insurance carrier.

### Health Reimbursement Account

District will be deposit money into eligible employees HRA account by November 15<sup>th</sup>.

#### Bus Drivers Only:

- A. For the purposes of qualifying for insurance, full time bus driver status is defined as working 4.75 hours or more per day and available for other assignments Monday through Saturday from 6 a.m. to 12 p.m.
- B. Full time bus drivers qualify for insurance at the full time employee rate. School bus drivers qualify for insurance benefits during the current year for the following year. During their first year of employment, new full time bus drivers qualify for health insurance at the full time employee rate.

- C. Full time bus drivers may use appropriate accrued leave in cases where they are unable to complete an assigned activity run or field trip.
- D. A driver may exchange an assignment through the transportation department provided that transportation is notified of the request within one week of the date the assignment is originally given to the driver. If an exchange is requested the driver must accept and complete the new assignment or use appropriate leave. No further requests for exchanges will be accepted for that particular assignment.
- E. Less than full time drivers will pay the insurance rate of a 4.75 hour employee.
- F. There are no insurance benefits for drivers with the less than 4.75 hours per day.
- G. Bus drivers who are driving 6.75 hours or more per day will not be assigned activity runs or field trips unless there are no other drivers available. All other drivers will be assigned activity runs and field trips on an equal basis as possible.

### **Life Insurance**

A \$30,000/\$10,000 term life insurance policy is provided eligible (6 hour) employees.

### **Long Term Disability Insurance**

Employees working 30 hours or more a week (or have been grandfathered in from working 20 hours per week prior to 2013) receive a long-term disability insurance coverage with the district paying the total monthly premium. Long-term disability insurance will be paid at 68% for eligible (6 hr.) food service workers, and secretaries and aides.

## **FAMILY AND MEDICAL LEAVE ACT**

The Board has adopted a policy to comply with the Family and Medical Leave Act of 1993. That policy is subject to revision at the Board's discretion. For informational purposes, a copy of the current policy and the District's notice and request for leave form are available at each school or District facility and are also available from the Human Resources Department.

## LEAVE

**\*\*As of July 1, 2013 only employees working 6.0 hours per day or more (30 hours or more a week) are eligible for Leave, Retirement, Medical, Dental, Vision, Life and Long Term Disability benefits. Those employees working 20-30 hours prior to July 1, 2013 have been grandfathered in and will continue to receive Leave, Retirement, Dental, Vision and Long Term Disability benefits unless an employee's working hours drop below 4 hours per day.**

### Bereavement Leave

In the event of a death of a member of an employee's or an employee's spouse's family, a classified employee working 30 hours or more a week (or have been grandfathered in from working 20 hours per week prior to 2013) may be excused, without a salary deduction, for up to the following number of days:

- a. five (5) days for a member of the immediate family
- b. four (4) days for parents or step parents
- c. three (3) days for a mother-in-law, father-in-law, sister, brother, daughter-in-law, son-in-law or grandchild.
- d. two (2) days for a grandmother, grandfather, sister-in-law or brother-in-law.
- e. one (1) day for an aunt or uncle, niece or nephew.
- f. one (1) day for a cousin (Bus Drivers only)

Bereavement leave days shall be consecutive and in conjunction with the funeral service.

Additional days shall be added to Bereavement Leave if travel distance necessitates additional time to travel.

When unusual circumstances exist, at the written request of the employee, the Superintendent may approve bereavement leave or additional bereavement leave to the employee.

### Guidelines for Bereavement Leave

Bereavement Leave is intended to be used for such activities as:

1. Making arrangements for and attending a funeral and
2. Emergency-type business transactions related to the death.

### Emergency Leave

Two days of emergency leave will be available to the employees who work 30 or more hours per week (or have been grandfathered in from working 20 hours per week prior to 2013) without loss of pay. Examples of emergency leave shall include, but not be limited to:

1. Court Appearances -
2. Marriage of employee, children of employee, brothers or sisters of employee -
3. Emergency business transactions which cannot be scheduled outside of normal work hours -
4. Catastrophe, such as fire-
5. Divorce of an employee -
6. Military obligations -
7. Meeting or sending children on missions, to the armed forces, or to attend high school or post high school graduations –

Any hours not used shall be added to the accumulated sick leave of the classified employee.

The school principal/supervisor shall reach an agreement with the employee at the time of the emergency and **BEFORE LEAVE IS TAKEN** by the employee as to whether or not the leave falls under the emergency leave policy.

### **Floating Holiday**

All 12-month District Office Secretaries will be entitled to one floating holiday per contract year. The day must be approved 1 week in advance with the secretary's supervisor.

All twelve-month maintenance and custodial personnel will be entitled to one floating holiday. The day may be chosen by the employee but must be entirely acceptable and approved by the employee's immediate supervisor one week in advance of taking the floating holiday. Custodians will notify the maintenance supervisor, their principal and warehouse department in writing one week in advance of taking the floating holiday.

### **Holiday**

Eligible district office personnel (250 working days) get 9 paid holidays.

Eligible custodial and maintenance employees (257 working days) get 15 paid holidays.

### **Leave of Absence**

Leave of Absence without pay of up to one (1) year may be granted to classified employees upon the recommendation of the Superintendent and approval of the Board of Education. Re-employment shall be conditional upon available vacancies. This provision applies to those classified employees who have had three (3) consecutive years of employment with the District.

## **Leave Without Pay**

Leave without pay must be approved by school/location Administrator prior to taking the leave. Leave without pay will only be granted for emergencies. If leave without pay is approved for illness employee will be asked to provide a doctor's note. Employees who do not receive benefits will need to have leave without pay approved by their school/location Administrator for each use of leave without pay.

### *Bus Drivers*

When deductions from pay are made for absences from driving, the amount to be deducted shall be determined by considering one day's pay as 1/177 of the annual salary.

## **Military Leave**

Classified employees will be granted Military Leave under the following two categories:

### Category One:

In the event of an involuntary "Presidential or Governor Recall" to active duty, the employee will be granted leave for the time period of the recall, and will be reinstated according to existing federal regulations applying to a Presidential or Governor Recall.

### Category Two:

In the event a classified employee's military unit is required to perform, an Annual Training employee will provide a letter from his/her commanding officer regarding this requirement. The district will pursue verification of the required training through the military command office. Based upon verification, the employee will be allowed leave in any of the following five ways.

- a. The classified employee must use at least 2 days of personal, and/or emergency leave, and then arrange the remaining days as compensatory time\*.
- b. The classified employee must use at least 2 days of personal, and/or emergency leave, and then use a combination of compensatory time\* and / or leave without pay for the remaining days
- c. The classified employee may choose to use vacation time in place of personal and or emergency leave in the above situations.
- d. The classified employee may take leave without pay.

**\*All compensatory time must have prior approval of the principal.**

After the employee and the principal/ supervisor have reached agreement on an option to be used, the employee will submit a letter of request to Human Resources Department and Payroll outlining the option selected. The request will include a copy of the military orders.

## **Personal Leave**

All classified employees working 30 or more hours per week (or have been grandfathered in from working 20 hours per week prior to 2013) will receive two of their days of personal leave each year at no cost to the employee.

Sixteen hours (or the proportional hours for partial or extended contracts) of personal leave will be allowed each school year, accumulating to a maximum of forty-eight (48) hours (or the proportional hours for partial or extended contracts) without loss of pay to the classified personnel. Any hours above forty-eight hours (or the proportional hours for partial or extended contracts) not used shall be added to the accumulated sick leave of the classified personnel.

The following guidelines and restrictions apply:

1. It is recommended that personal leave not be used on a day prior to or following school holidays.
2. No personal leave is permitted during the first three and last three days of the school year that students are required to be in attendance.
3. Classified personnel shall notify the principal at least twenty-four (24) hours before taking personal leave.
4. Classified personnel need not reveal the purpose of personal leave.

Eligible classified employees may exchange 2 days of sick leave per year for 1 day of personal leave provided that the employee (and spouse if covered by district insurance) participate in a district sponsored health risk assessment or present proof of a physical examination by a medical doctor. In order to participate in the above exchange the health risk assessment must be completed by December 1<sup>st</sup>.

## **Sick Leave**

In the event an employee working 30 hours or more (or have been grandfathered in from working 20 hours per week prior to 2013) is compelled during the school year to be absent from work because of illness, the employee shall be paid full salary for the time absent on the account thereof according to the following guidelines:

1. Ten (10) \* average daily hours for 177-195 contract day employees.
2. Eleven (11) \* average daily hours for 200 contract day employees.
3. Thirteen (13) \* average daily hours for 250-260 contract day employees.

Employees shall be required to furnish proof of continuing disability due to illness which exceeds five (5) days.

A medical doctor's statement shall provide proof of continuing need for sick leave.

Employees will give their supervisor advanced notice if they are required to travel more than 100 miles from their primary residence to receive medical care. The employee may be required to furnish proof of the need for said travel. A medical doctor's statement shall constitute acceptable proof.

Classified employees eligible for sick leave may accrue sick leave up to their annual contracted hours (Number of contract days multiplied by the hours worked per day).

Once sick leave hours have been accrued they remain intact as long as the employee works a minimum of 20 hours per week.

Classified employees who have accrued sick leave and begin working fewer than 20 hours per week, yet return to a 20 hour or more work week within one year, will have the accrued sick leave reinstated.

In compliance with Federal and State Law, with written permission of the employee, Weber School District reserves the right to meet with medical and other professionals to discuss any medical, psychological, and other information related to employment with the Weber School District.

In the event of serious illness of a spouse, child, parent or individuals living within the household of the employee leave may be granted from an employee's current year allocation of sick leave, and then any accumulation of unused sick leave.

### **Catastrophic Sick Leave**

1. Employees who have contributed to the Catastrophic Sick Leave Bank and who have or will have depleted their sick, personal, and vacation leave balances shall be eligible to receive consideration for leave from the bank.
2. Catastrophic guidelines must be followed when applying and utilizing catastrophic sick leave.
3. All requests for catastrophic sick leave must be in writing.
4. Employee request must include the following:
  - a. Name, address and phone number, position, school location, years in the District
  - b. History of how prior leave has been used
  - c. Why requested leave is necessary. Be specific.
  - d. Be specific in the number of days requested
  - e. Verification from the employee's health care professional indicating the specific nature and



severity of the illness, or health care problems including the projected recovery date.

5. The Catastrophic Sick Leave Committee reserves the right to contact the building principal.

6. In the event the employee disagrees with the principal's decision, the employee may appeal the decision to  
the assistant superintendent or the superintendent.

7. The Catastrophic Sick Leave Guidelines can be found on Weber School District Human Resources website.

### **Maternity/ Paternity Leave**

Employees who qualify for the Family Medical Leave Act may take up to 12 weeks of leave for the birth of a child, or placement of the child for adoption. Employee will need to use their accrued leave to be paid during their time off. If the employee does not have accrued leave their time off will be unpaid.

If an employee does not qualify for the Family Medical Leave Act they may take up to 42 calendar days (6 weeks) from the birth of the child, or placement of the child for adoption. During this time the teacher can claim a maximum of 30 days of their accrued leave.

An employee on leave without pay may have the option to continue participating in the insurance benefit program by paying the total insurance premium during any month the employee is on leave. This applies when an individual is on leave without pay for more than half the possible work days in that month.

The Weber School District will annually notify all eligible employees of sick leave accumulated.

### **Vacation**

All eligible 12 month employees will be given vacation time on July 1<sup>st</sup> of each year according to the following vacation schedule:

<u>Years of Service</u>	<u>Earned Days</u>
1 through 5 years	10 days
6 through 9 years	12 days
10 through 15 years	15 days
16 years and over	20 days

The accrual of vacation days will not exceed thirty (35) days. Vacation is to be used at the convenience of the district with approval of the immediate supervisor. Employee requests will be made 24 hours in advance, except in an emergency situation. At termination any accumulated vacation plus any unused current year earned vacation shall be paid at the terminating

employee's hourly rate. Any overpaid vacation at the time of termination of employment will be deducted from the final salary settlement.

Nine month employees are expected to take vacations during the summer months or during school vacation periods.

July 1 of each year each employee will have credited to their account the appropriate number of vacation days.

## **RETIREMENT/EARLY RETIREMENT**

**\*\*As of July 1, 2013 only employees working 6.0 hours per day or more (30 hours or more a week) are eligible for Leave, Retirement, Medical, Dental, Vision, Life and Long Term Disability benefits. Those employees working 20-30 hours prior to July 1, 2013 have been grandfathered in and will continue to receive Leave, Retirement, Dental, Vision and Long Term Disability benefits unless an employee's working hours drop below 4 hours per day.**

Benefits of the Weber School District Early Retirement Incentive program are independent of the Utah Retirement System. Weber School District early retirement benefits are defined as--retirement benefits provided by the school district once an employee retires from the Weber School District and simultaneously begins drawing retirement benefits from the Utah Retirement System.

Employees who do not take the early retirement incentive upon separation from the District forfeit all early retirement incentives and benefits.

In order to be eligible for Weber School District early retirement benefits, a employee must:

- 1) qualify for Utah State Retirement; and
  - (a) Complete ten years employment with the Weber School District prior to their first year of early retirement benefits;
- 2) verify that the employee is drawing retirement benefits from the Utah Retirement System.

The District must receive this verification prior to providing any early retirement incentive to the employee.

Upon qualified retirement, the employee may choose between up to ten (10) years of health and term life insurance for an individual or up to seven (7) years of health and term life insurance for a couple or family. This benefit will discontinue when the retiree becomes eligible to receive Medicare benefits.

The District will continue to pay the district's portion of insurance premiums for employees granted early retirement benefit subject to any and all changes in coverage, including but not limited to co-pays, and/or deductibles. All insurance benefits for current and retired employees are subject to change annually and are not vested. The District retains the right to modify insurance coverage; however, the district will pay insurance premiums for retirees on the same terms and conditions they are paid for current District employees.

A. Employees who are eligible for benefits under this policy in the year they desire to retire and are eligible for retirement under the Utah State Retirement will be given the following scale of benefits:

Age 61 or before - 20% of final years' salary for 4 years.

Age 62 - 17% of final years' salary for 3 years.

Age 63 - 15% of final years' salary for 2 years.

Age 64 - 13% of final years' salary for 1 year.

To receive the early retirement benefit during the first year of retirement the employee shall:

- 1) Submit a separation notice on Employee Online no later than March 1st; and,
- 2) Complete the retirement paperwork through Weber School District Human Resources by March 15th.

If a separation notice is NOT completed by March 1st, the early retirement incentive payment will be delayed until the following year. The stipend amount will not change.

Other times of the school year retirement: Notifications, meaning submit a separation notice on Employee Online, three months prior to the date of planned retirement.

Payment of these benefits will occur mid October of each year and will be paid into a Tax Shelter Annuity (TSA) Special Pay Plan account or into a Tax Shelter Health Reimbursement Account (HRA) in the name of the employee as stipulated by an agreement between the employee and the Human Resources Department.

The Weber Education Support Professional Association will determine the percentage breakdown between the Special Pay Plan and the HRA for retirees by May 15 of each year, effective July 1 of the same year.

Current percentage breakdown: Special Pay Plan 80% and HRA 20%.

### **Sick Leave Reimbursement**

#### ***Bus Drivers***

The retirement sick leave reimbursement policy is as follows:

0 - 90 days - no compensation  
91 - 120 days - \$7.50 per day to a maximum of \$225.00  
121 - 180 days - \$12.50 per day to a maximum of \$750.00  
The maximum payment under this policy is \$975.00.

#### ***Cooks***

The retirement sick leave reimbursement policy is as follows:

0-40 days - No compensation  
41-80 days - Accumulated sick leave - \$7.50 per day for all days between 41-80 up to a maximum of \$300.00  
81-100 days - Accumulated sick leave - \$12.50 per day for all days between 81 and 100 up to a maximum of \$250.00

#### ***District Office Secretaries***

The retirement sick leave reimbursement policy is as follows:

1st-100 days - No compensation  
101-130 days - \$7.50 per day up to \$225.00  
131-200 days - \$12.50 per day up to \$875.00  
The maximum payment under this policy is \$1100.00

#### ***Maintenance and Custodial***

The retirement sick leave reimbursement policy is as follows:

1 - 120 days - No compensation  
121 - 160 days - \$7.50 per day for the 40 days between 121-160 up to a maximum of \$300.00  
161 - 200 days - \$9.50 per day for the 40 days between 161-200 up to a maximum of \$380.00  
201 - 245 days - \$12.50 per day for the 45 days between 201-245 up to a maximum of \$562.50

***Secretaries and Aides***

The retirement sick leave reimbursement policy is as follows: There will be no compensation for the first 50% of the employees accumulate sick leave days allowable under each lane. The next thirty days of accumulated sick leave days allowable under each lane will be paid at \$7.50 per day to a maximum of \$225.00. The remaining days of accumulated sick leave days allowable under each lane will be paid at \$12.50 per day to the following maximums:

Lane 1	\$437.50
Lane 2	\$437.50
Lane 3	\$437.50
Lane 4A &B	\$437.50
Lane 4C	\$450.00
Lane 4D	\$456.25
Lane 4E	\$750.00
Lane 5H	\$450.00
Lane 5I	\$750.00
Lane 5J	\$456.25
Lane 6L	\$500.00
Lane 6M	\$525.00
Lane 6N	\$750.00

The maximum payment at retirement under this policy would be:

Lane 1	\$662.50
Lane 2	\$662.50
Lane 3	\$662.50
Lane 4A &B	\$662.50
Lane 4C	\$675.00
Lane 4D	\$681.25
Lane 4E	\$975.00
Lane 5H	\$675.00
Lane 5I	\$975.00
Lane 5J	\$681.25
Lane 6L	\$725.00
Lane 6M	\$750.00
Lane 6N	\$975.00

## **STAFF PROTECTION/ACCIDENTS**

All employees are encouraged to notify supervisors of any possible threat of physical or psychological abuse.

All accidents must be promptly reported to supervisors and an accident report filled out. OSHA requires the posting of the year's accidents during the month of February.

The injury must occur after arriving at work. This is construed to cover time attending convention and other work-related activities but not travel to and from work.

The District provides employees with workers' compensation insurance coverage.

## **SECTIONS EXCLUSIVE TO SPECIFIC CLASSIFIED EMPLOYEE GROUPS**

### **Bus Drivers**

#### **License**

The Bus Driver shall hold a valid State of Utah license that allows operation of a school bus.

#### **Physical Examination**

The bus driver shall be given a physical examination the first year of employment with Weber School District followed by future physical examinations in compliance with Department of Transportation (DOT) regulations. Physical examinations will be performed by a physician chosen by Weber School District, prior to the start of the school year and according to the form prescribed by the School District. It is understood that the School District will pay for the full cost of the examination once the bus driver has become an employee of Weber School District. If further examinations are required by the District, it shall be at the expense of the District. Failure of the driver to meet such physical, mental and other standards, as the District may require, shall be deemed sufficient cause for termination of contract.

### **Food Service Workers**

All food service employees are required to have a current food handler's permit. All food service employees are responsible for their personal hygiene that is in compliance with the Weber Morgan Health Department regulations and ServSafe manual. No jewelry is allowed except for one plain band.

Employees are expected to wear district approved uniforms, serving aprons and black non-skid all upper leather shoes. Uniforms will be provided by the district. If moustaches or beards are

worn, they should be well trimmed and covered with district provided beard nets. Socks are required and to be worn and provided by the employee. Black non-skid upper leather shoes are required within one week of hire date. Shoe cost will be reimbursed up to the awarded bid company pricing. Employees will be compensated for 2 hours to obtain uniforms within the first week of hire.

District provided uniforms will be selected each year by a committee composed of district office staff and school food service employees. This committee will determine style, color and number of uniforms available for each employee per year that will be within the district budget allocations. Employees who resign or separate from the district will return their uniform to their appropriate unit manager. There will be a contract fee that will be paid by the employee for non-returned items, fee will be the replacement cost of the uniform. Employees can keep their shoes.

### **Mileage**

Unit Managers will be paid mileage to all Unit Manager meetings scheduled by the District.

### **Lunches**

All full-time and part-time school lunch employees will receive free lunch as a benefit through the district.

## **Maintenance and Custodial**

### **Custodial Supervision**

The principal shall have the authority to instruct or direct the activity of the school custodians or other employees.

Suggestions for improvement of service in these cases shall be transmitted to the principal or to the district custodial supervisor.

### **Personal Appearance and Dress**

Employees are encouraged to use good taste in dress and appearance. Uniforms are furnished to add dignity to the assignment and should be worn at all times. If moustaches or beards are worn, they should be well-trimmed.

The association will have input into the bidding and purchase of uniforms. This purchasing procedure will be handled through the district's purchasing agent.

### **Training**

An amount of \$150 per year per maintenance and transportation (School Bus Technician) employees is to be set aside for training with the following guidelines.

1. Training must be job related.
2. Training must be held on the employees own time.
3. District to pay half of training costs.
4. All training must be approved by Assistant Superintendent.



## **Weekend/Holiday Winter Building Check and Snow Removal Responsibilities**

### **Weekend/Holiday Winter Building Check and Snow Removal Responsibilities**

In an effort to better care for the huge investment Weber School District has in buildings and to assure that schools are safe, comfortable and ready for students and staff each day, the following guidelines will be followed by the Head Custodian at each school.

#### **Building Checks – performed prior to Thanksgiving Break through President’s Day.**

To ensure that building systems are functioning properly, building checks will be performed by the Head Custodian or their designee (see notes below) on the following schedule.

On non-school days such as weekends and holidays building checks will be performed every other day with the building absolutely being checked on the day before school starts again e.g. Sunday. When the daytime high temperature is not forecasted to reach above 25 degrees, the Head Custodian will perform a building check each day. The Custodial Supervisor will mass text all Head Custodians no later than the day before the required temperature point to notify if and when building checks are required daily. See *building check list on reverse, other building specific item may be required.*

**As compensation, the Custodian will receive 2 hrs. of pay. If the hours worked exceed 40 hrs. in any week the pay will be time and a half. A work week is defined as starting Monday, 12:00 a.m. and ending at 11:59 p.m., Sunday. Any additional required hours worked will be paid on the actual time worked. During the Christmas break, if the building check is performed on the actual holiday, pay will be at time and a half. Those days are December 24, 25 and January 1. These days are paid at time and a half – 2 hours minimum.**

#### **Snow Removal – performed anytime during the snow season**

When snow falls on a non-school day such as weekends and holidays, the Head Custodian or their designee (see notes below) is responsible to remove all snow from school property within 24 hours of the completion of the storm. Areas for snow removal will include all areas that would normally be cleared if the storm happened on a school day. This includes sidewalks, student drop off areas, connecting sidewalk between neighborhoods and the school, stairs, ramps, portable classroom ramps, etc.

**As compensation for this work, the Custodian will receive 2 hrs. of time and half pay. Any additional required hours worked will be paid on the actual time worked at the time and a half rate.**

#### **Notes**

*The Head Custodian is responsible to see that the above requirements are taken care of. With administrative approval, The Head Custodian may delegate the work to another full-time custodian at the school but the Head Custodian at each school remains responsible to see that the work is completed and hours submitted properly.*

*With administrative approval, The Head Custodian may also delegate the work to another full-time custodian from another school but this will require advance planning, scheduling and ensuring that keys are issued to perform the work. The Head Custodian is responsible to train that employee from another school on building functions, locations of equipment and proper operation of all equipment.*

*In the absence of another full-time custodian, with administrative approval, the Head Custodian may delegate the building checks or snow removal to a part-time custodian at the school. That part-time custodian MUST be 18 years old and must be able to perform the work on time, safely and accurately. The Head Custodian is responsible to train on building functions, locations of equipment and proper operation of all equipment.*

***As compensation, part-time custodians will be paid at the lead rate for a minimum of 2 hrs. straight pay.***

*In any case, if the work is delegated to another employee, full-time or part-time, that employee must be given contact information of the Head Custodian and the Custodial Supervisor in case of emergency needs. It is strongly recommended that the employee assigned to do the work report back to the Head Custodian when the work is completed and absolutely if there are any issues that arise from the work.*

## **Certification Committee**

### **Maintenance Salary Schedule**

The District has established a Certification Committee which has set standards and an application process for qualifying employees on the maintenance salary schedule for certification and education stipends.

The District will compensate those employees on the maintenance salary schedule that meet the criteria and standards established by the Certification Committee with a 6.25% stipend.

### **Custodial Salary Schedule**

The District has established a Certification Committee which has set standards and an application process for qualifying employees on the custodial salary schedule for certification and education stipends.

The District will compensate those employees on the custodial salary schedule that meet the criteria and standards established by the Custodian Certification Committee.

### **Custodial/ Maintenance/ Transportation Supervisor Stipend**

The District has established a Certification Committee which has set standards and an application process for qualifying employees on the custodial salary schedule for certification and education stipends.

The District will compensate those employees on the Custodial/Maintenance/Transportation Supervisor salary schedule that meet the criteria and standards established by the Certification Committee.

**Food Technicians**

## School Nutrition Association Certification

- A. Level 1 \$150.00
- B. Level 2 \$300.00
- C. Level 3 \$450.00
- D. Level 4 \$600.00

**#1 Memorandum of Understanding for Special Education Aides/ Paraprofessionals  
For 2020-21 Contract Year**

The District and WESP will formulate a committee together to meet before Christmas break. The committee will include WESP President, or designee, Paraprofessional aide representation, paraprofessional, bus aide, employee, Special Education Director/Supervisor, Human Resources Director/ Supervisor, Administrators, Elementary & Secondary Executive Director or Supervisor.

The intent of this committee is to review and discuss the roles and responsibilities, compensation, hours, benefits, turnover rate and training for these positions. Due to the high turnover in these positions we would like to discuss options to help this group of employees. We realize this is a large group and undertaking and it will take some time to go through this. We would like the first meeting to set some points to specifically look into, and we realize that it might need to be broken down into smaller groups then brought back to the main committee.

**#2 Memorandum of Understanding for Paraprofessional and Secretary Salary Schedule  
For 2020-21 Contract Year**

The District and WESP will formulate a committee to meet before Christmas break to review and discuss the Paraprofessional and Secretary salary schedule. The purpose of this committee is not to add money to the positions but try and simplify the salary schedule to make it more user friendly. .