

# **EDUCATIONAL SUPPORT PROFESSIONALS AGREEMENT**

**July 1, 2019- June 30, 2020**

## **Board of Education**

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<b>Table of Contents</b>	
Employee Definitions	3
Recruitment & Selection of Personnel	5
Hiring Procedures	5
Working Days, Hours, Assignments	6
School Calendar Comp Days	9
Compensatory Time/ Overtime/ Work Week	10
Conflict of Interest	11
Job Appeal Process	11
Payroll Deduction	11
Transfers	11
Evaluations	12
Remediation Procedure	12
Orderly Termination of Career Employees	13
Personnel Records	13
Grievance Procedures	14
Insurance	15
Family Medical Leave Act	16
Leave	17
Retirement/ Early Retirement	22
Staff Protection/ Accidents	25
Sections Exclusive to Specific Classified Employee Groups	26
Certification Committee/ Stipend	29
Memorandum of Understanding #1	30
Memorandum of Understanding #2	31
Memorandum of Understanding #3	32

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 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**

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 recertification 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 secretary 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 maybe 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. Employees who desire a change of assignment or transfer to another school will indicate such desire on the re-employment questionnaire available on employee online during the month of February.
3. 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 re-assignments will consider the competence skills and length of service of the employee.

4. 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.
5. 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.
6. Employees transferring to a new salary schedule will go through the verification process as described in the step and lane placement procedures
7. 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.
8. 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.
9. Involuntary transfer can be made anytime during the contract year.

## **EVALUATIONS**

All formal evaluations of the classified employees will be in writing. A written response may be attached to the personnel file copy of the evaluation by the classified employee.

## **REMEDATION 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 will follow the Utah Orderly Termination Act.

For purposes of non-renewal of Provisional employees, the end of the district's contract year shall be defined as June 30.

If an employee requests a fair hearing, the district shall appoint a hearing officer within 30 days. The hearing officer will make a recommendation to the board of education within 30 days of the close of the hearing or the receipt of a transcript of the hearing whichever is later.

## **PERSONNEL RECORDS**

Classified employee personnel files will be open at any time to the employee; upon the employee's written request, said file will be made available to a representative of the Weber Classified Association.

## **GRIEVANCE PROCEDURE**

**Definitions.** A grievance shall mean a complaint by an employee or employees in the Weber School District that there has been a violation, misinterpretation or inequitable application of any provision in the personnel policies, laws, regulations or other written agreements between employees and the Board of Education which affect employees. These Grievance Procedures are not applicable to orderly termination procedures which are governed by state law and Policy 7900.

**Purposes.** The purpose of the grievance procedure is to secure at the closest point of origin, equitable solutions to the problems which arise.

**Representation.** Any grievant has the right to have the representative of his or her choice at all steps including the informal meetings.

**Step 1 -- Informal.** Should an employee believe there is a basis for a grievance; the employee may discuss the grievance with their immediate supervisor with the objective of resolving the matter informally.

**Step 2 – Written Grievance.** If, as a result of the informal discussion(s) with the supervisor, a grievance still exists, the employee(s) may invoke the formal grievance procedure. The grievance should be in writing and signed by the grievant(s) and delivered to the Human Resources Department. Within five (5) working days of receiving the written grievance, the Human Resources Department shall schedule a meeting between the employee(s) and the appropriate District supervisors and administrators. Within ten (10) working days of the meeting the employee(s) will receive a written disposition of the grievance.

**Step 3 – Informal Hearing.** If the aggrieved employee(s) is not satisfied with the disposition of the grievance at Step 1, the employee(s) shall within five (5) working days notify the Human Resources Department. Within five (5) working days of this notice, the Superintendent shall appoint a District administrator who has not been directly involved with the grievance to serve as a hearing officer. The hearing officer shall within five (5) working days of being appointed set the date for an informal hearing with the aggrieved employee(s), and other persons the aggrieved person(s) or the involved supervisors and administrators desire to be present. The hearing officer shall render a written decision within ten (10) working days of the date of the informal hearing. The decision of the hearing officer shall be final. This does not negate the employee's right to appeal to or seek redress through legal action in the courts.

### **General Provisions**

- 1) No employee shall suffer reprisals or reduction in status as a result of having presented a grievance or having been a party in a grievance procedure.
- 2) Other than the final decision which shall be placed in the file of the grievant(s), all documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file, and will not be kept in the district personnel file on any of the participants.
- 3) No grievance shall be recognized unless it shall have been presented at the appropriate step within twenty (20) working days after the aggrieved person(s) knew, or should have known, of the act or condition on which the grievance is based.

4) The board and aggrieved person(s) agree to make available all pertinent information not privileged in their possession or control, which is relevant to the issues raised by the grievance.

## 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 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 with out 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 have reached agreement on option is to be used, the employee will submit a letter of request to Human Resources Department 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.

**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.**

State retirement guidelines provide that any participant in the retirement system may retire beginning at age 65 with 4 years of service, age 62 with ten (10) years of service, age 60 with twenty (20) years of service, any age with twenty-five (25) years of service with full actuarial age reduction, and any age with 30 years of service.

Personnel retiring with less than 30 years of service and between the ages of 60-65 will have a 3% reduction in benefit for each year that he/she retires prior to age 65.

### **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

### **Early Retirement Incentive**

In order to be eligible for benefits, an educational support professional must begin employment in the Weber School District ten years prior to their first year of early retirement benefits. Eligible employees, who qualify for early retirement, may choose between ten (10) years of medical and term life insurance for the individual employee or seven (7) years of medical and term life insurance for the employee and family. (The district will pay the current negotiated percentage of the premium for the base plan of medical insurance.) The employee must qualify for retirement under the Utah Retirement Systems. When the retiree becomes eligible to receive Medicare benefits he/she will no longer qualify for this benefit.

The District will continue to pay insurance premiums for employees granted early retirement 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.

Classified employees who are eligible for benefits under this policy, and are eligible for retirement under the Utah Retirement Systems will be given the following scale of benefits:

- Age 61 or before – 20% of the final year’s salary for 4 years
- Age 62 – 17% of the final year’s salary for 3 years
- Age 63 – 15% of the final year’s salary for 2 years
- Age 64 – 13% of the final year’s salary for 1 year

To receive the early retirement incentive during the first year of retirement the employee shall: separate on employee online no later than March 1<sup>st</sup>. If an employee is planning to retire during the middle of their upcoming contract year they must notify the Superintendent in writing of their plans no later than March 1<sup>st</sup>.

Payment of these benefits will occur mid- October each year and will be paid into a Tax Shelter Annuity (TSA) account in the name of the employee as stipulated by an agreement between the employee and the Human Resources Department. The amount of the stipend will be calculated using the final year's salary.

The 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. Benefits of this early retirement benefit program provided by the District are independent of the Utah Retirement Systems.

### **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

## **Memorandum of Understanding #1**

Weber School District proposes to continue to work on the Grievance Procedures and steps.

## **Memorandum of Understanding #2**

### CTE Secretaries

The District and WESP will formulate a committee to meet before the end of the school year. This committee will include the CTE Director, Human Resources Director/Supervisor, Executive Director of Secondary Education, Student Services Director, a CTE Secretary, a CTE coordinator, High School Principal and the WESP President, or designee.

The intent of this committee is to do a study on job related duties in regards to CE credits and changes to the job description.

The committee will have a tentative resolution for CTE secretaries by March 15, 2020.

### **Memorandum of Understanding #3**

#### Jr. High School Registrars

The District and WESP will formulate a committee to meet before the end of the school year. This committee will include a Jr. High Administrator, Executive Director of Secondary Education, Human Resources Director/ Supervisor, WESP President, or designee, a Jr. High Principal and Jr. High Registrar.

The intent of this committee is to do a study on job related duties in regards to a Jr. High registrar. The committee will also analyze the number of working days along with the job title and description.

The committee will have a tentative resolution for Jr. High Registrars by March 15, 2020.