# GLENWOOD COMMUNITY SCHOOL DISTRICT

# **CLASSIFIED STAFF MANUAL**

## FOR THE 2023-2024 SCHOOL YEAR

## SECTION 1 INTRODUCTION

## A. Applicability

This Employee Handbook shall apply to all full-time and regular part-time custodians, food service employees, aides, lead teachers in Kid's Place, secretaries, and bus drivers. It does not apply to the Superintendent, principals, supervisory employees, temporary employees or substitute employees.

## B. Effect of Employee Handbook

This Employee Handbook is not intended to imply any contract of employment or any contractual rights. This Employee Handbook manual does not represent a contractual obligation on the part of the Glenwood Community School District or its duly authorized representatives. It is each employee's responsibility to become familiar with the District's policies and procedures.

This Employee Handbook shall be maintained solely by the District. The Board of Directors of the Glenwood Community School District and/or the District's administration has the ability to interpret and imply provisions of the Employee Handbook.

## C. Effective Dates

This Employee Handbook shall be effective upon being approved or accepted by the Board of Directors of the Glenwood Community School District or its duly authorized representatives. It shall be in effect for the duration of the school year in which it was approved, unless it is modified using appropriate procedures, including providing notice to all employees covered by this Employee Handbook.

## D. Savings Clause

Should any section or language of this Employee Handbook be declared illegal by a court of competent jurisdiction, then that section or language shall be deleted from this Employee Handbook to the extent that it violates the law. The remaining sections and language shall remain in full force and effect.

E. Definitions

1. The term "Board," as used in this handbook, shall mean the Board of Directors of the Glenwood Community School District or its duly authorized representatives.

2. The term "District," as used in this handbook, shall mean the Glenwood Community School District.

3. The term "employee," as used in this handbook, shall mean all full-time and regular part-time custodians, food service employees, aides, lead teachers in Kid's Place, secretaries, and bus drivers.

## SECTION 2 GRIEVANCE PROCEDURE

A. Grievance

A grievance shall be a written complaint alleging a violation involving the application and interpretation of provisions of this handbook. A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the section or sections of the handbook involved. The grievance shall be presented to the designated District representative on forms mutually agreed upon and furnished by the District. The grievance shall be signed and dated by the employee.

B. Purpose

The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances. The parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

C. Definitions

A grievance is defined as a claim by an employee that there has been a misinterpretation or misapplication of the specific terms of this handbook.

A day shall mean employee working day. The time limits provided herein may be extended by mutual agreement.

#### D. Time Limits

The number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. The failure of any employee to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal of that alleged grievance. A supervisor's failure to give a decision within the prescribed time limits shall permit the employee to proceed to the next step. The time limits may be extended by mutual agreement.

## E. Individual Freedom

Any employee shall have the right to meet and adjust an individual complaint with the District.

## F. Procedures

Grievances shall be processed in the following manner:

Level One – An employee shall first discuss the grievance with the employee's immediate supervisor with the objective of resolving the grievance informally. The discussion shall take place within seven (7) days of the time that the incident occurs giving rise to the grievance.

Level Two – If the employee is not satisfied with the disposition made at Level One or if no disposition is made within five (5) days after the discussion, the employee may file the grievance in writing with the employee's immediate supervisor. The immediate supervisor shall, within five (5) days after receiving the written grievance, give the employee the written answer.

Level Three – If the employee is not satisfied with the disposition as evidenced by the written answer, the employee may appeal such disposition to the Superintendent within ten (10) days. The Superintendent shall within ten (10) days, after receipt of the grievance, meet with the employee and such other persons as the Superintendent has designated to consider the grievance. Within ten (10) days after such a meeting, the Superintendent shall give the employee the Superintendent's answer to the grievance. The Superintendent's decision regarding the grievance shall be the final decision regarding the grievance.

## G. Meetings and Hours

All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest.

## SECTION 3 HOURS OF WORK

A. The District shall determine all hours, starting and stopping time, and the assignment of employees during those hours to insure and maintain the services necessary and essential to the functioning of the District.

B. Twenty-four (24) hour notice will be given to the affected employee, for all non-scheduled, non-regular weekend duties, except in emergency situations.

C. An employee's eligibility for any fringe benefits based on hours worked per day shall be calculated as total combined hours worked per day for the District regardless of what job classifications in which the employee works. Employees will receive pay for all hours worked.

D. Employees called back for duty by the employee's supervisor or supervisor's designee will be guaranteed a minimum of one (1) hour at the appropriate rate of pay. This provision shall not be construed so as to provide for additional compensation if the employee is called back for duty within the original one (1) hour period. Employees who are called back to work in excess of one (1) hour will be paid for actual time worked. To qualify for call back compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift. Employees called back to work for mandatory meetings will be guaranteed a minimum of one (1) hour pay at the applicable rate of pay.

## E. Breaks

Employees working 8 hours per day will receive a one hour paid break.

Employees working less than 8 hours per day receive a 30 minute paid break.

Food Service Employees - Employees working 5 or more hours will receive a 30 minute paid break.

Kid's Place Employees - Employees working 4 or more hours receive at 15 minute paid break. Employees working 6 or more hours receive a 30 minute unpaid break plus a 15 minute paid break.

F. Kitchen Managerial Substitution

When a kitchen worker assumes the management position, he/she will be paid an additional \$1.00 per hour.

## SECTION 4 SENIORITY

A. Seniority means an employee's length of continuous service with the District since the employee's date of employment. As long as an employee is employed, the employee's seniority continues to accumulate. Any ties in seniority shall be broken by lot.

B. The District will prepare and post a seniority list on the District's website on or before November 1 of each year. Protest of errors in, or omissions from, such list must be made to the District within thirty (30) days from the date of the posting of such lists and any revisions to the list. If no protests are made within this thirty (30) day period, the list will be considered accurate and no further appeal or grievance will be permitted.

C. Job promotions shall be given to the most highly qualified employee. Qualification shall be defined as knowledge, experience, certification, and ability to perform that job. When employee qualifications are equal, the most senior employee shall receive the position.

D. Regularly scheduled breaks, such as summer break, for employees working less than twelve (12) months employment are not considered breaks in seniority or employment. Seniority shall accrue continuously from the original date of hire, unless broken by one of the following events:

- 1. An employee quits.
- 2. An employee retires.
- 3. A laid off employee fails to report to work within five (5) days of receipt of notice of recall.
- 4. An employee terminated from employment.

## SECTION 5 LAYOFF AND RECALL

A. Layoff

If the District determines it is necessary to lay off employees, the layoff shall be accomplished on a District wide basis in the following manner:

- 1. Layoffs will be by classification of employees:
  - a. Custodians
  - b. Food Service Employees
  - c. Aides
  - d. Lead teachers in Kid's Place
  - e. Secretaries
  - f. Bus drivers

2. Employees within the classification selected for layoff will be compared using the following factors:

- a. Work Record
- b. Skills
- c. Experience

3. If the above factors are equal between the employees, the employee with the least seniority within the classification will be laid off first. If seniority is the same, the date of hire shall prevail. (i.e. the employee who was last hired will be the employee that is reduced first).

B. Recall

1. Laid off employees will have recall rights to a vacant position in the employee's classification for one (1) year from the date of last working for the District.

2. Employees shall be recalled in reverse order from the classifications in which they were laid off.

3. Laid off employees must keep the District informed of their current address in writing.

4. Notice of recall will be by certified mail return receipt requested and the recalled employee must accept or reject the recall within five (5) calendar day of the mailing of the notice or the employee will be deemed to have rejected the position. Acceptance of recall shall be in writing within five (5) days, and hand delivered with copies signed by both parties or by certified mail return receipt requested to the person issuing the recall notice. Rejection of recall shall terminate recall rights.

5. Recalled employees do not earn benefits or seniority while laid off but shall be restored to all unused accumulated sick leave upon recall and seniority shall begin to accrue again to be added to the employees prior seniority.

## SECTION 6 TRANSFER PROCEDURES

A. The Superintendent shall have the final decision in all cases of involuntary transfer and may transfer employees for the improvement of the District as a whole. Notification of transfer will be given at the earliest possible date but in no case less than ten (10) calendar days prior to the transfer.

B. An employee requesting transfer is made as follows:

1. Posting Vacancies

Vacancies will be posted for a minimum of five (5) calendar days (excluding Christmas and Spring break) in advance of filling said vacancies. No position shall be filled unless current employees have been given a five (5) calendar day period of time to request a voluntary transfer to said position. Following the posting, the District will review all timely filed transfer requests and make the decision to transfer the employee who possesses the necessary skill, knowledge, experience, certification, and ability for the position that is in the District's best interests. The transfer shall be made within fourteen (14) calendar days after the posting has been removed.

2. Responses to Posted Vacancies

Requests for transfer must be made within five (5) calendar days of the posting of the vacancy.

## SECTION 7 HOLIDAYS

Employees will receive holidays that are set out in the attached benefit sheet that is applicable to the employee's position and assignment. Employees eligible for holidays required to work on a holiday will be paid their regular holiday pay and one and one – half  $(1 \ 1/2)$  their regular hourly rate for hours worked.

## SECTION 8 VACATION

Employees will receive vacation that is set out in the attached benefit sheet that is applicable to the employee's position and assignment.

## SECTION 9 LEAVES OF ABSENCE

Employees will receive leaves of absence that are set out in the attached benefit sheet that is applicable to the employee's position and assignment.

## SECTION 10 INSURANCE

Employees will receive insurance benefits that are set out in the attached benefit sheet that is applicable to the employee's position and assignment.

## SECTION 11 HEALTH AND SAFETY

A. Tools and Equipment

The District agrees to furnish and maintain in safe working condition all tools and equipment required to safely carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for tools and equipment furnished by the District.

B. Protective Equipment

The District shall furnish safety shoes, protective eyewear, and any other protective clothing or supplies the District requires for the safe performance of job duties.

## C. Hepatitis B Immunization

Hepatitis B immunization will be provided by the District to any employee in a first response capacity, at no cost to the employee. This will be provided every three years or as otherwise medically required to maintain immunity. Other employees who request such immunization and obtain the approval of the District will also have it provided at no cost.

## **BENEFIT PACKAGES**

## \*Employees must work 5 days per week to receive paid leave benefits

## 12 Month Employees Working 8 hours Per Day & 40 Hours Per Week

Includes: Administrative Assistants, 12 Month Building Secretaries, Maintenance / Grounds Coordinator, Maintenance / Grounds Assistant, Building Custodians, Lead Custodians, Print Shop Coordinator, Print Shop Assistant, Food Service Assistant Director, Mechanic, Groundskeeper, Technology Assistant

#### **<u>12 Month Employees Working Less Than 8 Hours Per Day and Less Than 40</u> Hours Per Week**

Includes: Kid's Place On-Site Leaders and Lead Teachers

## **10 Month But Less Than 12-Month Employees Working 8 Hours Per Day & 40 Hours Per Week**

Includes: Kitchen Managers and Building Secretaries working less than 12 months

## <u>10-12 Month Employees Working Less Than 8 Hours Per Day and Less Than</u> <u>40 Hours Per Week</u>

Includes: TeamMates Mentoring Coordinator

# <u>9 Through 12 Month Employees Working Less Than 8 Hours Per Day and Less Than 40 Hours Per Week</u>

Includes - Teacher Associates (General & Special Education), Health Associates, Media Associates, Bus Associates, Bus Drivers, Food Service Workers