

# **NEBO SCHOOL DISTRICT CLASSIFIED EMPLOYEE HANDBOOK**

covering the period

**JULY 1, 2018 to JUNE 30, 2019**

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# 1. DEFINITIONS

- 1.1. **“At-Will Employee”** means an individual employed by the District whose employment may be terminated at any time, with or without cause. Any classified employee employed at less than twenty (20) hours per week in any position is an At-Will Employee in that position. At-Will Employees are not eligible for Career Employee status.
- 1.2. **“Career Employee”** means an Employee of the District who has obtained a reasonable expectation of continued employment based upon UTAH CODE ANN., Section 53G-11-503, this Handbook, and District policies. An employee who is defined as temporary or provisional is not a Career Employees. A Provisional Employee must work for Nebo School District on at least a half-time basis for at least three (3) consecutive years to obtain Career Employee status. A Provisional Employee must work at least 90 days during a school year for the year to be counted toward Career Status.
- 1.3. **“Classified Employee”** means an individual employed in one or more classified positions who is not also a certified employee under the Nebo School District Certified Employee Handbook or a member of the Management Team.
- 1.4. **“Classified Position”**
  - 1.4.1. means a position that
    - 1.4.1.1. does not require certification from the Utah State Board of Education or
    - 1.4.1.2. is not designated as a Management Team position under the Nebo School District Management Team Handbook;
  - 1.4.2. includes but is not limited to the following:
    - 1.4.2.1. Bus drivers and bus mechanics;
    - 1.4.2.2. Custodians and sweepers;
    - 1.4.2.3. Educational, media, and bus technicians;
    - 1.4.2.4. Maintenance personnel;
    - 1.4.2.5. Child Nutrition personnel;
    - 1.4.2.6. Secretaries;
    - 1.4.2.7. Warehouse personnel.
- 1.5. **“Full-time”** means hired to work forty (40) hours per week.
- 1.6. **“Part-time”** means hired to work less than forty (40) hours per week.

- 1.7. **“Provisional Employee”** means an individual, other than a Career Employee, a Temporary Employee, or an At-Will Employee, who is employed by Nebo School District on at least a half-time basis. Provisional Employees do not include Classified Employees employed at less than twenty (20) hours per week. Provisional Employees are hired on individual one-year contracts and have no expectation of continued employment beyond the current one-year contract term. Provisional Employees may be terminated during the contract term only for cause and according to the procedures outlined in Nebo School District Policy GCPD, *Employee Discipline, Administrative Leave, and Orderly Termination*. The contract of a Provisional Employee may be non-renewed with or without cause. However, if the District intends to non-renew the contract of a Provisional Employee for a subsequent term of employment, the District shall give notice of that intention to the employee at least sixty (60) days before the end of the employee’s contract term. Unless hired as a temporary employee, all Classified Employees assigned to Lane A, C or D on the salary schedule are Provisional Employees and do not qualify for any benefits outlined herein unless specifically included by title.
- 1.8. **“Temporary Employee”** means employees hired on a substitute or short-term basis for a period of one year or less, including student employees, Child Nutrition helpers, custodial helpers, relief drivers, summer maintenance help and similar categories. These employees are At-Will Employees who have no expectation of continued employment. They may be terminated without cause and have no benefits.

## **2. CONTRACTUAL NATURE**

- 2.1. This Handbook shall be binding upon all Classified Employees. In case of conflict between this Handbook and Board Policy, Board Policy shall govern.
- 2.2. The District administrative personnel will be instructed on procedures of policy relating to Classified Employees as such procedure affects their departments.

### 3. EMPLOYEE ASSOCIATION

- 3.1. Classified Employees may join any group or organization they desire except one advocating the overthrow of the government.
- 3.2. Members may refrain from joining any particular group, and membership in the Nebo Classified Employees Association is not a requirement for employment in the District.
- 3.3. Exclusive Representation Requirements. Refer to Nebo School District Policy GBA, *Employee Associations*.
- 3.4. A Communication and Procedures Committee (CAP) will meet as needed to discuss non-monetary issues.
- 3.5. Payroll Deduction for Dues. Dues assessed by the Nebo Classified Employees Association may be paid through a payroll deduction. An authorization to deduct must be filed by each employee desiring this service with the payroll department and may be rescinded at any time.

## 4. EMPLOYMENT STATUS

- 4.1. Each classified employee is one of the following:
  - 4.1.1. a temporary or at-will employee;
  - 4.1.2. a provisional employee; or
  - 4.1.3. a career employee.
- 4.2. A classified employee hired after January 10, 2018 in more than one position where the positions are substantially different will be identified as temporary, provisional, or career in relation to each position separately.
- 4.3. In addition to the designations in subsection 4.1, each classified employee is either exempt or nonexempt under the Fair Labor Standards Act (FLSA), as set forth more fully in Nebo School District Policy GCR, *Overtime, Compensatory Time, and Flexible Work Time*.
- 4.4. Each classified position will be designated in its job description and hiring authorization as either benefited or non-benefited. The designations refer to the definitions and descriptions set forth in this Handbook and District policy. The benefits afforded to one benefited position may differ from those afforded to another benefited position, as set forth herein.
  - 4.4.1. Full-time classified positions are benefited.
  - 4.4.2. Part-time classified employees offered benefits on or before January 10, 2018 are benefited.
  - 4.4.3. Except as designated by the superintendent, part-time classified positions held by employees hired to those positions after January 10, 2018 are non-benefited.
  - 4.4.4. A classified employee or position that is non-benefited receives no “benefits normally provided” as defined by the Utah State Retirement and Insurance Benefit Act, Title 49 of the Utah Code.
- 4.5. A nonexempt classified employee may not be employed for more than 40 hours per week, whether in a single position or a combination of positions.
- 4.6. A nonexempt classified employee working for the District in more than one position where the positions are substantially different may be employed for a maximum of 40 hours per week. The employee is considered a part-time employee in each position for purposes of benefits and designation of temporary, provisional, or career status.
- 4.7. A part-time employee who occasionally works 40 hours or more in a week, whether in one position or in multiple positions, is not a full-time employee

and is not entitled to benefits merely by virtue of having worked 40 hours or more in a week.

- 4.8. Letter of Intent. Provisional and Career Employees must notify the District each year, via the process outlined in the employee portal section of the District website, of their decision to continue employment with the District for the next school year. A Provisional Employee who notifies the district that he/she will be returning is not guaranteed a contract for the upcoming contract term, and the District may choose not to renew the employee's contract.
- 4.9. Long-Term Disability. If an employee is able to return to work after receiving benefits through the District's long-term disability insurance, the employee may be considered for a vacancy for which the employee is qualified to work. If the employee is hired, he or she may, at the discretion of the Director of Human Resources or designee, be reinstated on the same step of the pay scale as before the disability leave.
- 4.10. An employee who terminates his or her position to accept a new position with the District may be placed on the same step the employee held in the terminated position but in the new position's salary lane only if the new position is substantially similar to the terminated position, as determined by the Director of Human Resources.
- 4.11. Job Changes. Occasionally, the District must restructure the way it does business in various programs. When resultant job changes occur, the District will either make sure the new job fits its existing job study criteria or new job studies will be done. Employees could be affected in both the salaries involved and the numbers of workers required for the new circumstances. The District will attempt to find jobs for any displaced employees. The salaries will be based on the new job descriptions and the current salary schedule. Salaries for displaced employees will be frozen until the new step / lane catches up. Additionally, there may be times when it is in the best interest of the District to reassign a Classified Employee to a different position. These assignments are at the discretion of the District, which will make appropriate efforts to minimize the impact on the employee's lane placement, assigned hours, and assigned position.



## 5. PROFESSIONAL IMPROVEMENT

### 5.1. Inservice Training

- 5.1.1. Inservice training programs may be held periodically in order to assist employees in their personal development not only to increase their skills, knowledge and effectiveness in their present assignment, but also to prepare them for career opportunities in the future that may come in the form of a transfer or a promotion to a higher-level position in the District.
- 5.1.2. The District agrees to compensate employees for attendance at an out-of-District conference if prior permission is granted by the department head and the Superintendent.
- 5.1.3. If an employee is required to take employment-related classes, they shall have their tuition and time paid for by the District. If the District offers to pay for employment-related classes, the employee shall have their tuition reimbursed by the District as long as the employee passes the class.
- 5.1.4. The District will allow a limited number of requests for help in defraying certain school / training expenses where it may benefit the District immediately or in the future. Requests must be approved by the Director of Human Resources and the employee's supervisor.

## 6. EMPLOYEE RESPONSIBILITIES

- 6.1. An employee may be called to work on an emergency basis. An employee required to report to work during an emergency outside the employee's normal working hours shall be paid a minimum of two (2) hours.
- 6.2. Lunch Breaks and Work Breaks. Full-time Classified Employees are entitled to a lunch break of thirty (30) minutes in length. The principal / supervisor will direct the employee as to the time period that this is to be taken. The lunch period is not part of the calculation of hours worked and the employee is free to leave. One fifteen (15) minute break for every four (4) hours worked may be counted as part of the work day.
- 6.3. Temporary Overnight Facilities for Students (Due to bad weather or other acts of God.)
  - 6.3.1. In the event that bus or regular students are unable to reach their homes safely, the District will provide a temporary overnight facility for them. Any school in the District will be available during conditions of emergency. Any employee can be called upon to assist in the emergency.
  - 6.3.2. As conditions warrant implementing the above plan, the District Office will alert the principal of the designated school. The Child Nutrition Department will make arrangements to provide necessary food. The principal will be responsible to contact his / her custodian as well as other needed supervisory personnel.
  - 6.3.3. If the magnitude of such an emergency exceeds the capabilities of the designated schools, other principals will be notified to follow the same plan in their assigned schools.

## 7. PROFESSIONALISM

### 7.1. Code of Ethics

- 7.1.1. Most Classified Employees are in daily contact with the children and youth in the schools. Since the conduct and character of each employee has a decided influence in shaping attitudes and behavior in students, employees are expected to do the following:
  - 7.1.1.1. Strive to be a person of integrity, use clean speech and practice desirable personal habits;
  - 7.1.1.2. Elevate the standards of his/her position by a high quality of service;
  - 7.1.1.3. Seek to be fair with others at all times, generous in praise and just in criticism, and avoid gossip;
  - 7.1.1.4. Conduct himself in a spirit of good will and helpfulness toward other employees, and to consider no personal success legitimate or ethical that is attained by taking advantage of another; and
  - 7.1.1.5. Be willing to cooperate with other employees and administrators for the continual improvement of the schools of the District.
- 7.1.2. To assist Classified Employees in achieving the goals set forth above, administrators and fellow employees shall give assistance, encouragement and instruction to help employees progress and improve.

### 7.2. Physical Exams and Reports

- 7.2.1. At any time, upon the request of the Superintendent, an employee shall furnish a report from a reputable physician, approved by the Board of Education, detailing the condition of health of said employee.
- 7.2.2. Employees who work in food handling services or who drive school buses must comply with the state and local department rules regarding periodic health checkups.

- 7.3. Staff Conduct, Dress and Grooming. Employees of the District shall be neatly attired and groomed while discharging their responsibilities to the District. Grooming and attire shall not affront community tastes or standards.

## 7.4. Communication Channels

7.4.1. Proper Channels. Communication should flow from the employee to his/her principal, or other immediate supervisor, then to the Superintendent, or his/her representative, and finally, when necessary, the Board of Education.

### 7.4.2. Line and Staff Relations

7.4.2.1. The Board desires the Superintendent to establish clear understandings on the part of all personnel of the working relationships in the school system.

7.4.2.2. Lines of direct authority shall be those approved by the Board and shown on District organization charts.

7.4.2.3. Personnel shall be expected to refer matters requiring administrative action to the administrator to whom they are responsible. That administrator shall refer such matters to the next higher administrative authority when necessary. Additionally, all personnel are expected to keep the person to whom they are immediately responsible informed of their activities by whatever means the person in charge deems appropriate.

7.4.2.4. It is expected that the established lines of authority will serve most purposes. But all personnel shall have the right to appeal any decision made by an administrative officer through grievance procedures established through Board policy.

7.4.2.5. Additionally, lines of authority do not restrict in any way the cooperative, sensible working together of all staff members at all levels in order to develop the best possible school programs and services. The established lines of authority represent direction of authority and responsibility; when the staff is working together, the lines represent avenues for a two-way flow of ideas to improve the program and operations of the school system.

## 7.5. Staff Conflicts of Interest

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

- 7.5.2. 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 District.

## **8. EVALUATION OF PERFORMANCE**

### **8.1. Evaluation and Documentation of Employee Performance**

- 8.1.1. Documentation of an employee's job performance is helpful in maintaining satisfactory levels of work and achievement and in providing opportunities for planning and communication between the employee and the immediate supervisor.
- 8.1.2. Evaluations will be related to job performance, professionalism, and attitude and shall provide information to the employee to assist in increasing his / her work efficiency and effectiveness.
- 8.1.3. Evaluations will be used in providing information for making transfers, promotions, reductions in staff, and dismissal, if necessary.
- 8.1.4. Written documentation regarding unsatisfactory job performance may be submitted by an employee's supervisor whenever the supervisor feels it necessary.
- 8.1.5. Letter of commendation and other written reports to document outstanding job performance are encouraged.
- 8.1.6. All performance documentation letters or reports should be submitted to the District for placement in the employee's personnel file.
- 8.1.7. Before submission of any performance documentation, letters, or reports, each employee shall have an opportunity to review them, sign them, and to keep a copy. Such signature indicates only that the employee has read the materials and is aware of the contents.
- 8.1.8. If the employee feels that any performance documentation submitted by the supervisor is incomplete, inaccurate, or unfair, the employee shall have the right to submit to the District office within ten (10) days the employee's own written statement which has been signed by the supervisor and placed in the file. Such signature indicates only that the supervisor has read the material and is aware of the contents.

## 9. FILES AND RECORDS

The official personnel file located in the District Office pertaining to an employee shall be maintained under the following conditions:

- 9.1. The employee has the right to examine the contents of his or her file.
- 9.2. Material originating with the District relating to an employee's conduct, service, character, personality, and which might be considered derogatory, shall not be placed in an employee's file unless the employee has been notified and had an opportunity to read the material.
  - 9.2.1. The employee must acknowledge that the material has been read by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.
  - 9.2.2. If an employee refuses to sign material being placed in the file, the administrator may place the material in the file and shall indicate the refusal and sign and date the document.
  - 9.2.3. A written decision following a grievance hearing may be placed in the employee's file without the employee's signature, but the employee must be given a copy of the decision and notified that it is being placed in the file.
- 9.3. The employee shall have the right to answer any material filed, and his/her answer shall be reviewed by the Superintendent or the Superintendent's representative and attached to the file copy.

## **10. ASSIGNMENTS AND TRANSFERS**

Whenever a Classified Employee is appointed to a new position, there will be a one-year period in which, at the option of either the administrator or Classified Employee, if the appointment proves unsatisfactory, the employee will be allowed to move back to a similar position from which he / she came, if possible.



## 11. TERMINATION AND CORRECTIVE ACTION

- 11.1. Termination for Unsatisfactory Performance. Any Career Employee may be terminated for unsatisfactory performance connected with his or her employment in accordance with Utah law, State Board of Education Rule, and Nebo School District Policy GCPD, *Employee Discipline, Administrative Leave, and Orderly Termination*. Prior to terminating a Career Employee for unsatisfactory performance, the following steps must be taken.
- 11.1.1. The Career Employee's principal or immediate supervisor shall provide and discuss with the employee written documentation clearly identifying the deficiencies in performance.
- 11.1.2. The Career Employee's principal or immediate supervisor shall give the employee written notice, as specified in UTAH CODE ANN. § 53G-11-514, and Nebo School District Policy GCPD, *Employee Discipline, Administrative Leave, and Orderly Termination*, that the employee's contract is subject to nonrenewal or termination if upon a reevaluation following completion of a plan of assistance the employee's performance is determined to be unsatisfactory.
- 11.1.3. The Career Employee's principal or immediate supervisor shall develop and implement a plan of assistance, as described in UTAH CODE ANN. §§ 53G-11-512 and 514 and Nebo School District Policy GCPD, *Employee Discipline, Administrative Leave, and Orderly Termination*. The period of time for implementing the plan of assistance may not exceed one hundred twenty (120) school days, except as provided by law.
- 11.1.4. If, following completion of a plan of assistance, the District intends to terminate a Career Employee for unsatisfactory performance, the District shall provide thirty (30) days' written notice as required by UTAH CODE ANN. § 53G-11-513. The notice of dismissal shall be served upon the employee by personal delivery or by certified mail addressed to the employee at his/her last known address.
- 11.1.5. The written notice of dismissal shall comply with UTAH CODE ANN. § 53G-11-513. The notice shall:
- 11.1.5.1. Specify the effective date of termination;
  - 11.1.5.2. Specify the reasons for such termination; and
  - 11.1.5.3. Advise said employee of his/her rights under the grievance procedure described in Section 12 of this Handbook.
- 11.1.6. Right to Grievance Hearing

- 11.1.6.1. The employee terminated for unsatisfactory performance shall have recourse to the grievance procedure established in Section 12 of this Handbook.

## 11.2. Termination and Corrective Action for Good and Sufficient Cause

11.2.1. In accordance with Nebo School District Policy GCPD, *Employee Discipline, Administrative Leave, and Orderly Termination*, disciplinary action up to and including nonrenewal of a Career Employee's contract or Termination during the Contract Term of a Career Employee or Provisional Employee may be taken for good and sufficient cause. Disciplinary action will be commensurate with the severity of the violation. Each of the following constitutes good and sufficient cause:

- 11.2.1.1. Violation of District policy; contract; or state or federal law, rule, or regulation, reasonably related to the employee's job;
- 11.2.1.2. Conduct that may be harmful to students or to the District;
- 11.2.1.3. Improper or unlawful physical contact with students;
- 11.2.1.4. Dishonesty;
- 11.2.1.5. Theft;
- 11.2.1.6. Dangerous or disorderly conduct;
- 11.2.1.7. Immoral conduct;
- 11.2.1.8. Child sexual or physical abuse;
- 11.2.1.9. Commission or conviction, including entering a plea of guilty or no contest, of a felony or misdemeanor reasonably related to the Employee's job;
- 11.2.1.10. Discrimination or harassment;
- 11.2.1.11. Use of District property for personal gain;
- 11.2.1.12. Negligent or willful damage to District property;
- 11.2.1.13. Falsification of information supplied to the District (such as applications, employment data, reports, required documents, test data, etc.);
- 11.2.1.14. Neglect of duty, including but not limited to, unauthorized absences, excessive tardiness, excessive absences;

es, abuse of benefits (including sick leave, health insurance, etc.), and failure to supervise students;

11.2.1.15. Insubordination or failure to comply with directives from supervisors within the scope of employment;

11.2.1.16. Failure to maintain certification/licensure.

11.2.1.17. Use, possession, sale, distribution, or being under the influence of prohibited substances as outlined in Nebo School District Policy GBCC, *Alcohol and Drug-Free Workplace*.

11.3. Reduction in Force. A reduction in force may occur as provided in Nebo School District Policy GCPF, *Reduction in Force*, and consistent with Utah law.

## 12. GRIEVANCE

### 12.1. Definitions

- 12.1.1. A "grievance" is a claim based upon an event or condition which affects the interpretation, meaning, or application of any of the provisions of this Handbook. It is expressly understood that a claim which is not based upon an event or condition of this Handbook does not constitute a grievance. Specifically, a grievance may be filed only when an employee alleges a denial of a protected liberty or property interest, including disciplinary action or termination, as a result of one or more of the following by the District: (a) violation of law, (b) violation of contract, or (c) violation of policy.
- 12.1.2. An "aggrieved person" is the person or persons making the claim. To file a grievance, an employee must personally be adversely affected.
- 12.1.3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

### 12.2. Purpose

- 12.2.1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise from time to time. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. All parties shall cooperate and act in good faith to resolve the grievances.

### 12.3. Procedure.

#### 12.3.1. General Provisions

- 12.3.1.1. Nothing herein contained will be construed to limit the right of the aggrieved person to appeal the matter to a higher level as outlined in the grievance procedure.
- 12.3.1.2. When a grievance is based on termination or disciplinary action taken by the Human Resources Department, the employee is not required to request either a Preliminary Conference or an Informal Hearing but may instead commence the grievance proceeding by filing a written grievance at Level One with the Assistant Superintendent as described below. The request must be filed within fifteen (15) days after the employee knew or should have known of the event or condition on which the grievance is based.

- 12.3.1.3. An aggrieved person should not contact School Board members regarding any grievance or concern that may be resolved through the procedures outlined in this section except through the approved process.
  - 12.3.1.4. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed a withdrawal of the grievance.
  - 12.3.1.5. Each level of the grievance procedure is a de novo review of the prior decision. The person(s) hearing the grievance may issue a new decision, including greater, lesser, or alternative disciplinary measures, beyond merely upholding or denying the prior decision.
- 12.3.2. Preliminary Conference. Except as otherwise provided in Section 12.3.1. above, prior to requesting an Informal Hearing as outlined in Section 12.3.3., an employee shall first discuss the concern with the employee's principal or immediate supervisor with the objective of resolving the matter at the lowest level possible. If the subject of the concern is the employee's principal or immediate supervisor, the Preliminary Conference shall be held with the coordinator or director who oversees that principal or supervisor.
- 12.3.2.1. The employee may be accompanied and represented by a person of the employee's choosing.
  - 12.3.2.2. The concern must be presented within fifteen (15) days after the employee knew, or should have known, of the act or condition on which the concern is based.
- 12.3.3. Informal Hearing. If the employee is not satisfied with the outcome of the Preliminary Conference, he/she may discuss the concern at an informal hearing before the Director of Human Resources.
- 12.3.3.1. The Informal Hearing must be requested within fifteen (15) days of the Preliminary Conference.
  - 12.3.3.2. The request for an Informal Hearing is not required to be in writing.
  - 12.3.3.3. The employee may be accompanied and represented by a person of his/her choosing at the Informal Hearing.
  - 12.3.3.4. The decision of the Director of Human Resources may be issued verbally.

- 12.3.4. Level One. If the concern is not resolved at the Informal Hearing, the employee may file a formal written grievance with the Assistant Superintendent.
  - 12.3.4.1. The Level One hearing must be requested within fifteen (15) days of the decision rendered after the Informal Hearing.
  - 12.3.4.2. The request for a Level One hearing must be in writing.
  - 12.3.4.3. The Assistant Superintendent shall acknowledge receipt of the request for a Level One hearing.
  - 12.3.4.4. The employee may be accompanied and represented by a person of his/her choosing at the Level One hearing.
  - 12.3.4.5. The decision of the Assistant Superintendent must be issued in writing.
- 12.3.5. Level Two. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within fifteen (15) working days after presentation of the grievance, or longer if agreed upon by all parties, he/she may file the grievance in writing with the Superintendent.
  - 12.3.5.1. The grievance at Level Two must be filed within five (5) working days after the decision at Level One is issued.
  - 12.3.5.2. The grievance at Level Two must be filed in writing.
  - 12.3.5.3. The aggrieved person may be accompanied and represented by a person of his/her choosing at the Level Two hearing.
  - 12.3.5.4. The decision from the Superintendent must be issued in writing.
  - 12.3.5.5. Except in cases of employment termination, the Superintendent's decision is final and may not be appealed to the Board of Education.
- 12.3.6. Level Three. The grievance of a decision to terminate an employee's employment may be appealed to the Board of Education in the event the grievance is not resolved at Level Two.
  - 12.3.6.1. The request for a Level Three hearing must be delivered in writing to the Superintendent within five (5) working days of the Level Two decision.

- 12.3.6.2. The Board may decide to hear the grievance or appoint a hearing officer or panel to hear it. If the grievance is heard by a hearing officer/panel, the cost of such shall be divided equally between the District and the employee. The hearing officer/panel will hear the grievance and make a recommendation to the Board, but the Board will make the final decision.
- 12.3.6.3. The aggrieved person may be accompanied and represented by a person of his/her choosing at the Level Three hearing.
- 12.3.6.4. In accordance with UTAH CODE ANN. § 53G-11-515, the aggrieved person at a Level Three hearing has the right to counsel, to produce witnesses, to hear testimony against him/her, to cross-examine witnesses, and to examine documentary evidence.
- 12.3.6.5. The grievance shall be heard and a decision issued within a reasonable time.
- 12.3.6.6. The Board will issue a new decision and may alter in any way the prior decision. The Board's decision will be final.

#### 12.4. Miscellaneous

- 12.4.1. Except for a written final decision at any level, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The written final decision at each level shall be filed in the personnel file following appropriate notification procedures as outlined in Section 9 of this Handbook.
- 12.4.2. Prior to a Level Three hearing, all parties of interest shall make available to the parties involved and their representatives, all pertinent information not privileged under law in their possession or control, and which is relevant to the issue raised by the grievance. Additional sources of information shall not be introduced at the hearing.
- 12.4.3. The final remedy available to any Classified Employee for any alleged breach of this Handbook or any alleged violation of his / her rights hereunder shall be pursuant to the grievance procedure, provided, however, that nothing contained herein shall deprive any Classified Employee of any legal right.

## 13. PAYROLL AND SALARY SCHEDULE

### 13.1. Payroll Procedures

- 13.1.1. All Classified Employees must use the District's electronic time and attendance system to assure an accurate record for the time worked in a given pay period.
- 13.1.2. Earning statements will be posted to the Employee Portal on the District website on or before the last banking day of the month.
- 13.1.3. Some employees who are nonexempt under the Fair Labor Standards Act ("FLSA") (are paid a fixed monthly amount rather than on an hourly basis. These employees are still nonexempt under the FLSA. Such an employee will be paid in twelve equal payments. All other nonexempt employees are paid monthly for the actual number of hours worked in the pay period.

### 13.2. Travel Reimbursement

- 13.2.1. When official travel by personally owned vehicles has been authorized, mileage reimbursement will be made up to the currently existing standard mileage rate established by the Internal Revenue Service for business use in accordance with Nebo School District Policy DLC, *Personnel Travel*.
- 13.2.2. All employees who are required by their supervisor to work on after-hour emergencies will have the use of the appropriate District vehicle.



## 14. LEAVE

### 14.1. Non-Benefited Employees

Except as provided in 14.2, non-benefited classified employees, as defined in Section 4 of this Handbook, receive no leave benefits. They may be granted by their immediate supervisor up to ten (10) days of unpaid time off during the Contract Term. Employees who have exhausted this unpaid time off will be subject to termination for continued absence unless they are granted emergency leave without pay by the Department of Human Resources. One day of unpaid time off is equal to the number of hours per day for which the employee was hired in that position.

### 14.2. Benefited Part-Time Employees

14.2.1. As described in Section 4, part-time classified employees hired prior to July 1, 2013 who were eligible for URS benefits as of June 30, 2013, and who have since been continuously employed by the District for at least 20 hours per week and are currently employed for at least 20 hours per week are considered benefited employees and receive certain leave benefits. Likewise, those part-time classified employees hired on or after July 1, 2013 who have been granted PTO and other benefits as of January 10, 2018 are also considered benefited employees.

14.2.2. Employees in this category are not eligible for vacation leave or sick leave. Instead, such employees will be granted paid time off (PTO) in the amounts described below, which can be used for absences for any purpose. PTO can be taken in thirty- (30-) minute increments.

14.2.3. Employees who have exhausted their PTO may be granted by their immediate supervisor up to five (5) days of unpaid time off during the Contract Term. Employees who have exhausted this unpaid time off will be subject to termination for continued absence unless they are granted emergency leave without pay by the Director of Human Resources.

14.2.4. Employees in this category are granted bereavement leave up to five (5) days for the death of a relative as described in subsection 14.4.3.

14.2.5. Employees in this category may apply for a leave of absence as described in subsection 14.4.5.

14.2.6. If an employee's FTE changes, available PTO will be calculated by dividing the current PTO balance by the number of hours per day according to the current FTE. That number will be multiplied by the future hours per day based on the future FTE to determine the adjusted PTO balance. This calculation will take place prior to granting any new PTO.

#### 14.2.7. Nine-Month Benefited Part-Time Employees

14.2.7.1. Beginning July 1, 2018, employees in this category on a nine-month contract are granted PTO in the following amounts.

14.2.7.1.1. Years 1-3: 4 days per year;

14.2.7.1.2. Years 4-9: 6 days per year;

14.2.7.1.3. Years 10-14: 8 days per year;

14.2.7.1.4. Years 15 and above: 10 days per year.

14.2.7.2. Eligible employees on a nine-month contract whose contracts are renewed following the Contract Term may carry up to fifteen (15) days of PTO into each subsequent contract term.

14.2.7.3. Eligible employees on a nine-month contract may be paid accrued and unused PTO up to fifteen (15) days upon retirement from the District and the Utah Retirement System.

#### 14.2.8. Twelve-Month Benefited Part-Time Employees

14.2.8.1. Eligible employees on a twelve-month contract are granted PTO in the following amounts.

14.2.8.1.1. Years 1-3: 6 days per year;

14.2.8.1.2. Years 4-9: 8 days per year;

14.2.8.1.3. Years 10-14: 10 days per year;

14.2.8.1.4. Years 15 and above: 12 days per year.

14.2.8.2. Eligible employees on a twelve-month contract whose contracts are renewed following the Contract Term may

carry up to twenty (20) days of PTO into each subsequent contract term.

- 14.2.8.3. Eligible employees on a twelve-month contract may be paid accrued and unused PTO up to twenty (20) days upon retirement from the District and the Utah Retirement System.

### 14.3. Nine-Month Full-Time Employees

#### 14.3.1. Vacation Leave

- 14.3.1.1. Employees in this category are granted paid vacation leave in the following amounts.

<b>Years of Service</b>	<b>Yearly</b>
Years 1-5	3 days
Years 6-14	4 days
Years 15 & up	5 days

- 14.3.1.2. Vacation leave for the Contract Term is allocated on July 1 and added to existing vacation leave carried over from the previous year. Employees may accumulate up to ten (10) days' leave.
- 14.3.1.3. Vacation leave may be taken in thirty- (30-) minute increments and must be used during the employee's regular work hours.
- 14.3.1.4. Vacation leave will be reduced pro rata for an employee who does not complete the Contract Term for whatever reason. If more vacation leave has been used than earned, the final pay check will be reduced by the value of the vacation leave used but not earned.
- 14.3.1.5. Accrued and unused vacation leave will be paid up to fifteen (15) days upon retirement from the District and the Utah Retirement System.
- 14.3.1.6. When an employee wants vacation leave for consecutive work days, he / she must receive prior written approval from his / her immediate supervisor before taking the leave. The employee will notify his / her immediate supervisor before taking vacation leave for one (1) day or less. It is the intent of the District that school-based full-

time employees should be discouraged from taking prolonged vacation leave when school is in session. Under extenuating circumstances, prolonged vacation leave may be granted during the school year if approved by the immediate supervisor and the Superintendent or his / her designee.

#### 14.3.2. Sick Leave

14.3.2.1. Sick leave is allowed for employees in this category as follows: Five (5) days sick leave per year for the first three (3) years, accumulative to fifteen (15) days, then one-hundred-twenty (120) days starting the fourth year. The employee will receive regular pay for the first ninety (90) days and then eighty-five (85) percent of his / her salary during the last thirty (30) days. In any given school year, the total amount of sick leave available would be one-hundred-twenty (120) days less the number of days used in the previous two (2) years. When special circumstances merit, additional sick leave may be granted upon application to and approval by the Superintendent.

14.3.2.2. An employee who uses twelve (12) sick leave days during the Contract Term may be required to provide their supervisor with notice, written and signed on the doctor's medical letterhead, stating the physical condition that prevents the individual from performing their work. For each fifteen (15) sick leave days taken thereafter during the contract term, the employee must contact the Human Resource Department.

14.3.2.3. Sick leave may be taken in thirty- (30-) minute increments.

14.3.3. Bereavement Leave. Employees in this category will be allowed up to five (5) days paid leave for bereavement for the death of a relative as described in Section 14.4.3.

14.3.4. Leave of Absence. Employees in this category may apply for a leave of absence as described in Section 14.4.5 below.

#### 14.4. Twelve-Month Full-Time Employees

##### 14.4.1. Vacation Leave

- 14.4.1.1. Employees in this category are granted vacation leave (also referred to as “personal leave” or “annual leave”) according to the following table.

<b>Years of Service</b>	<b>Number of Vacation Leave Days</b>
1 <sup>st</sup> Year	8 days
2 <sup>nd</sup> Year	9 days
3 <sup>rd</sup> Year	12 days
4 <sup>th</sup> Year	12 days
5 <sup>th</sup> Year	12 days
6 <sup>th</sup> Year	15 days
7 <sup>th</sup> Year	15 days
8 <sup>th</sup> Year	15 days
9 <sup>th</sup> Year	18 days
10 <sup>th</sup> Year	18 days
11 <sup>th</sup> Year	18 days
12 <sup>th</sup> Year	20 days
13 <sup>th</sup> Year	20 days
14 <sup>th</sup> Year and Beyond	22 days

- 14.4.1.2. Employees in this category whose contracts are renewed may carry up to thirty (30) days of unused vacation leave into the new contract term.
- 14.4.1.3. Vacation leave for the Contract Term is allocated on July 1 and added to existing vacation leave carried over from the previous year.
- 14.4.1.4. Vacation leave may be taken in thirty- (30-) minute increments.
- 14.4.1.5. Vacation leave will be reduced pro rata for an employee who does not complete the Contract Term for whatever reason. If more vacation leave has been used than earned, the final pay check will be reduced by the value of the vacation leave used but not earned.
- 14.4.1.6. When an employee wants vacation leave for consecutive work days, he/she must receive prior written approval from his/her immediate supervisor before taking the leave. The employee will notify his/her immediate supervisor before taking annual leave for one (1) day or less. It is the intent of the District that school-based Full-time employees should be discouraged from taking prolonged

vacation leave when school is in session. Under extenuating circumstances, prolonged annual leave may be granted during the school year if approved by the immediate supervisor and the Superintendent or his/her designee.

14.4.1.7. Accrued and unused vacation leave will be paid up to twenty (20) days upon retirement from the District and the Utah Retirement System.

#### 14.4.2. Sick Leave

14.4.2.1. Sick leave is allowed for Full-time employees as follows: Five (5) days sick leave per year for the first three (3) years, accumulative to fifteen (15) days, then one-hundred-twenty (120) days starting the fourth year. The employee will receive regular pay for the first ninety (90) days and then eighty-five (85) percent of his / her salary during the last thirty (30) days. In any given school year, the total amount of sick leave available would be one-hundred-twenty (120) days less the number of days used in the previous two (2) years. When special circumstances merit, additional sick leave may be granted upon application to and approval by the Superintendent.

14.4.2.2. An employee who uses twelve (12) sick leave days during the contract term may be required to provide their supervisor with notice, written and signed on the doctor's medical letterhead, stating the physical condition that prevents the individual from performing their work. For each fifteen (15) sick leave days taken thereafter during the contract term, the employee must contact the Human Resource Department.

14.4.2.3. Sick leave may be taken in thirty- (30-) minute increments.

#### 14.4.3. Bereavement Leave.

14.4.3.1. Employees in this category will be allowed up to five (5) days paid leave for bereavement for the death of a relative during the Contract Term. The days used for bereavement do not reduce the number of PTO days of the employee, nor do they accumulate beyond the end of the Contract Term.

14.4.3.2. To qualify for bereavement leave, the deceased must be related to the employee as follows: father, mother, brother, sister, brother-in-law, sister-in-law, daughter, daughter-in-law, son, son-in-law, father-in-law, mother-in-law, step-parent, step-sibling and spouse of employee; grandchildren of employee, grandparent of employee, grandparent of employee's spouse, or person residing in the employee's household. A statement indicating the relationship of the deceased must be filed upon return.

#### 14.4.4. Paid Holidays

14.4.4.1. Employees in this category are granted thirteen (13) paid holidays during the Contract Term.

14.4.4.2. The thirteen (13) paid holidays and their exact dates are determined by the Board and specified in the official school calendar.

#### 14.4.5. Leaves of Absence

14.4.5.1. A leave of absence without pay and for up to one (1) year in length may be granted by the Board of Education to a career Classified Employee. In order to be considered, the employee shall submit a written request to the Director of Human Resources which includes the purpose of the leave, the length of the leave requested, and the beginning and termination dates of such leave.

14.4.5.2. Leaves of absence without pay should be granted only to improve the professional training of the Classified Employee or for prolonged illness. However, the Board of Education may grant a leave of absence for any purpose they deem reasonable.

14.4.5.3. Length Restrictions. Leaves of absence without pay shall not be granted for more than one school year, but may be extended on a year to year basis by the Board of Education. In the case of prolonged illness, the Board may set any time limit they deem necessary.

14.4.5.4. An employee returning from a leave of absence will be placed in a like position, similar in hours and responsibilities to the position held before the leave of absence, if such a position is available.

14.4.5.5. Hold Harmless; Loss of Benefit. When an individual is functioning under a contract that provides any "hold

harmless" options and that individual goes on a "full" year's leave without pay, they will lose those protected benefits on return. "Full" shall mean that employee's full contract year.

#### 14.5. General Leave Provisions

14.5.1. Workers' Compensation. Employees on Workers' Compensation will be paid only at their rate established by Workers' Compensation. There will be no partial payment from sick leave; it must be one or the other.

#### 14.5.2. Jury and Civic Duty Leave

14.5.2.1. Absences caused by serving on jury duty will create no loss of salary for employees.

14.5.2.2. Absences caused by serving as a subpoenaed witness in a lawsuit arising out of the employee's official capacity and in which the District is a named party will create no loss of salary for the subpoenaed employee.

14.5.2.3. All remuneration paid by the court will remain the property of the employee.

14.5.3. Military Leave. The District will comply with the Uniformed Services Employment and Re-employment Act (USERRA), as amended.

14.5.4. The District will comply with the Family and Medical Leave Act of 1993 (FMLA) as provided below and more fully outlined in Nebo School District Policy GBEC, *Family and Medical Leave Act of 1993*. Application for FMLA leave must be made through the Human Resource Department.

14.5.4.1. Any employee who has worked at least one-thousand-two-hundred-fifty (1,250) hours in the preceding twelve months is entitled to take up to twelve (12) work weeks of unpaid leave during a twelve- (12-) month period: (a) to care for a newborn or newly placed adopted or foster child; (b) to care for a seriously ill spouse, child or parent; or (c) to care for one's own serious health condition.

14.5.4.2. The employee using FMLA leave receives no change to insurance coverage during the leave and must be returned either to the former position he/she had before the leave, or to an equivalent position in pay, benefits, and other terms and conditions of employment.



14.5.4.3. Employees eligible for FMLA leave who have accrued sick leave are required to substitute the accrued sick leave for FMLA leave, consistent with 29 CFR 825.207, so that the sick leave and FMLA leave run concurrently.

14.5.4.3.1. Under the Code of Federal Regulations, the term “substitute” means that the paid sick leave will run concurrently with the unpaid FMLA leave, so that both are used simultaneously. Thus, a single absence that qualifies for both sick leave and FMLA leave will use up both a day of accrued sick leave and a day of allotted FMLA leave.

14.5.4.3.2. This provision is applicable only when the condition for which the FMLA leave is taken also qualifies for sick leave. For example, an employee who takes FMLA leave to care for a family member will receive the unpaid FMLA leave rather than the employee’s paid sick leave.

## 15. INSURANCE

### 15.1. Medical Insurance Benefit

- 15.1.1. Insurance Committee Representatives. Representation from the Classified Employees shall be included in any review, evaluation, or change in existing group medical insurance plans offered to employees.
- 15.1.2. Minimum Eligibility Requirements. Employees hired to benefited positions, as described in Section 4 of this Handbook, are eligible for health insurance. Notwithstanding the foregoing, employees eligible for a health insurance offering under the Affordable Care Act (“ACA”) shall be extended such an offering, which is only the minimum required under the ACA.
- 15.1.3. Open Enrollment. The open enrollment period for an employee to enroll in the District’s health insurance shall be at least thirty (30) consecutive days. A newly hired or newly eligible employee has thirty (30) days from the date of eligibility, or the first day on the job, to enroll. Employees desiring to sign up for the insurance after the open enrollment period or more than thirty (30) days after becoming eligible may do so only at the discretion of the insurance carrier.
- 15.1.4. Employee Responsibility for Insurance Premium. Employees will pay a portion of the cost of the health and accident insurance, divided over ten (10) months, as provided in the following table.

Family	\$135
Couple	\$85
Single	\$25

Part-time employees eligible for health insurance coverage will pay an additional prorated portion of the remaining cost of the insurance, which proration will be calculated using the sum of their FTEs.

- 15.1.5. Upon the death of any employee, insurance coverage for the spouse and children will continue until the last day of the month in which the employee died, at which point it will be discontinued and the family will need to secure other insurance coverage.
- 15.1.6. Employees must notify the Department of Human Resources within thirty (30) days of any change to their family status, such as birth, adoption, marriage, or death of a covered family member. The penalty for failing to do so will be that the individual will have the differ-

ences in the amounts paid to the insurance carrier for the overpaid period deducted from their pay.

- 15.2. Limited Death Benefit. Should any benefited employee die who is not covered by a life insurance policy which is partially or entirely paid for by the District, the equivalent of a usual month's salary for that particular individual will be paid to the estate of said employee.
- 15.3. Life Insurance Benefit. The District provides life insurance to benefited employees. The policy includes a \$29,000 double indemnity term life insurance policy, with a \$5,000 spouse and a \$3,000 per dependent clause.
- 15.4. Long-Term Disability Insurance. The District provides long-term disability insurance to benefited employees. The long-term disability insurance is a salary indemnity plan guaranteeing sixty (60) percent of the employee's regular salary in the event of a qualifying disability as determined by the insurance provider.
- 15.5. Workers' Compensation. All employees are covered by insurance in case of injury on the job. It is required that a report of all accidents be made to the District office within twenty-four (24) hours of the injury.
- 15.6. Medical and Life Insurance Constraint. Employees who are absent from work after having used all their leave benefits will have their medical insurance, life insurance, and disability insurance kept in force for a period of thirty (30) days. At the end of thirty (30) days, the employee's medical insurance will be dropped from the District's program. It will be the employee's responsibility to make arrangements with the insurance company to continue medical insurance coverage on an individual basis. Life insurance benefits continue beyond the thirty (30) days only after the employee has been granted a leave of absence without pay.

## **16. SPECIAL BENEFITS AND FACILITIES FOR EMPLOYEES**

- 16.1. Each school will be provided with well-ventilated, clean, adequate separate restrooms.
- 16.2. There shall be a furnished room in each school to be used as a faculty lounge.
- 16.3. Employees may use their identification badge to attend all high school activities in the District at the current student rate.
- 16.4. The District will provide a flexible benefits cafeteria plan within the meaning of Section 125 of the Internal Revenue Code, as amended. The plan will allow District employees to use pre-tax dollars for allowable expenses. The plan will be administered by the appointed carrier at a cost to be determined by them.
- 16.5. As long as the District is able, employees will be offered an option of the regular lunch or a la carte menu furnished by the Child Nutrition Department at the established prices when ordered in advance as required. High school level portions will be provided at the adult price.

## **17. EARLY RETIREMENT INCENTIVE PLANS**

The District may provide early retirement incentive payments to eligible employees. Information may be found through the employee portal section of the District website. This Section 17 is for information only. The payment of an early retirement incentive is not a negotiated item, and its continuation as a benefit to Nebo District employees is solely at the discretion of the Board of Education. The full description of any plans, including the eligibility criteria, can be obtained online by accessing the employee portal.

## 18. PROTECTION OF EMPLOYEES

- 18.1. Staff Protection. The District will be vigorous in its protection of all employees from physical and / or psychological abuse. Any employee who is threatened with harm is to notify his or her principal or supervisor immediately, and steps must be taken at once to protect the employee's safety.
- 18.2. Liability Insurance. The District shall protect its employees through the purchase of a comprehensive liability insurance program. The District shall hold harmless and defend any District employee from claims for damages caused, or alleged to have been caused, in whole or in part by that employee while performing assigned duties. The District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's willful negligence, violation of law, or criminal act as determined by a court of law.
- 18.3. Staff-Student Relations. Staff members shall be expected to regard each student as an individual and to accord each the rights and respect due any individual. The role of staff shall be seen as resource persons, aides, and guides in the learning processes. Students shall be treated with courtesy and consideration. Neither insults nor sarcasm shall be used before a student's peers as a way of forcing compliance with a staff member's requirements or expectations.
- 18.4. It is the policy of the Nebo School District not to discriminate on the basis of sex, race, age, color, national origin, religious creed, or disability in its educational programs, activities, admissions, access, treatment, or employment practices. We subscribe to the laws prohibiting discrimination as set forth by Title VI of the Civil Rights Act of 1964, Title IX of the 1972 Educational Amendments and Section 504 of the Rehabilitation Act of 1973.
- 18.5. Inquiries regarding compliance may be directed to the Director of Human Resources at 350 South Main Street, Spanish Fork, Utah (Telephone: (801) 354-7400), or to the Office for Civil Rights, Regional Office, Denver, Colorado.
- 18.6. Nebo School District is an equal opportunity employer.

## 19. APPENDIX A – CUSTODIAL SPECIFIC ISSUES

- 19.1. Uniforms. Custodians should be kept neat and clean and are expected to comply with the uniform requirements adopted by their department and approved by the Director of Operations. Uniform purchasing and employee reimbursement shall comply with accepted accounting procedures.
- 19.2. Travel Reimbursement. A designated custodian in each school will be allowed two hundred seventy-five dollars (\$275) per year to cover mileage for miscellaneous travel. The principal and head custodian will appoint the designated custodian and the two hundred seventy-five dollars (\$275) will be paid once each year through payroll as taxable compensation.
- 19.3. Custodian Pay Differential. When a custodian is requested to start a regular shift after 2:00 pm or a midnight shift, they shall receive an additional thirty-five cents (\$0.35) per hour.
- 19.4. Classified Custodial Substitutes
  - 19.4.1. When a regular employee is assigned to substitute for another regular employee, he / she will be paid, on the 11th consecutive day, a salary equal to the lane of that employee, but at the substitute's own step.
  - 19.4.2. When a non-employee or sweeper is hired to substitute for a regular employee, he / she will be paid on Lane 1, Step 3.
- 19.5. All custodians who are involved directly with school lunch may be provided a school lunch at no cost.

## 20. APPENDIX B – CHILD NUTRITION SPECIFIC ISSUES

- 20.1. Additional Time, Managers. The Board of Education agrees to allow Child Nutrition managers three (3) days before each school year starts to handle necessary work responsibilities and one (1) day after school ends to complete bookwork, inventory and other such responsibilities.
- 20.2. Additional Time, Worker. When the supervisor requires a Child Nutrition worker or manager to work beyond their regular scheduled hours, the manager or worker shall be compensated at their regular rate of pay, provided they do not exceed forty (40) hours for the week. The minimum amount for additional time, if called back, shall be one (1) hour.
- 20.3. Restoration of Time, Preference. If additional funds become available in a kitchen or the instructional aide area during the current year, those employees whose hours were reduced during that year will receive first priority to have their hours increased.
- 20.4. Payment of Free Meal. The Child Nutrition Department will provide one (1) adult meal per day for a supervisor in the junior high and high schools.
- 20.5. Transport Constraints. Child Nutrition workers required to pick up compounded District transport vehicles will be allowed thirty minutes for the time necessary to pick up and return the vehicles. This additional time is not to be included in the meal per worker hour tray count. It is understood that only one person per vehicle will be paid and assignments must coincide with pay periods.
- 20.6. Child Nutrition Substitutes
  - 20.6.1. When a regular employee is assigned to substitute for another regular employee, he / she will be paid, on the 11th consecutive day, a rate of pay equal to the lane of the absent employee, but at the substitute's own step.
  - 20.6.2. Regular Child Nutrition workers who have retired and are rehired as substitutes will be paid on Lane 1, Step 2.
  - 20.6.3. When a Child Nutrition substitute is hired to substitute for a regular employee, he / she will be paid on Lane C.
- 20.7. Child Nutrition Uniform Allowance.
  - 20.7.1. All Child Nutrition employees are required to wear a uniform and shall be provided with a uniform allowance of one-hundred dollars (\$100) per school year that will be paid through payroll as taxable compensation. The District will provide and purchase shirts which are required.



20.7.2. All regular Child Nutrition workers and managers who have completed ninety (90) working days will be paid the full year's uniform allowance after October 1st of each year. A prorated amount will be deducted from the last check of those workers who terminate during the year. The deduction will be calculated to the nearest month, splitting on the 15th-16th day of any given month.

## 21. APPENDIX C – MAINTENANCE SPECIFIC ISSUES

### 21.1. Uniforms and Tools

21.1.1. Maintenance employees are expected to comply with the uniform requirements adopted by their department and approved by the Director of Operations. Uniform purchasing/employee reimbursement shall comply with accepted accounting procedures.

21.1.2. Uniforms should be kept neat and clean.

21.1.3. The District agrees to pay one hundred (\$100) per month to those employed as mechanics who use their own tools. The money will be paid through payroll as taxable compensation.

### 21.2. Salary Placement On Temporary Promotion

21.2.1. When a regular employee is assigned to substitute for another regular employee, he / she will be paid, on the 11th consecutive day, a salary equal to the lane of that employee, but at the substitute's own step.

21.2.2. Temporary job promotions must be accompanied by a statement by the employee agreeing to accept the promotion with the knowledge that it is temporary and that the employee may be asked at a later time to return to his / her former position at the former rate of pay.

21.2.3. The size and structure of the maintenance crew fluctuates greatly depending on the changing patterns of District funding. This fluctuation is directly related to funds available to the District during any given year. Personnel changes will be subject to District funding constraints.

21.3. Travel. All employees who are required by their supervisor to work on after-hour emergencies will have the use of the appropriate District vehicle.

21.4. Lunch Benefit. All maintenance employees who are involved directly with school lunch will receive a lunch credit worth one dollar and fifty cents (\$1.50) towards each purchased lunch. The credit will be paid by their respective departments. Maintenance employees will pay the difference in any price of lunch.

## 22. APPENDIX D – TECHNICIAN SPECIFIC ISSUES

### 22.1. Educational Technicians (Paraeducators)

22.1.1. Teacher educational technicians assist teachers in the performance of their teaching functions by performing a wide variety of non-teaching duties

### 22.2. Application and Selection

22.2.1. Interested personnel will make formal application to the District Human Resources Office.

22.2.2. Assignments shall be evaluated periodically and changes made where necessary. Employees should not be assigned to work with their own children, but they may work in the same schools their children attend.

22.3. Supervision of Technicians. Standards of expected performance shall be made clearly in advance of assignments. Technicians will be supervised and given constructive suggestions for improvement. Conferences may be held between technicians and supervisors as frequently as necessary.

22.4. Reduction in hours. If the District determines it is necessary to reduce the number of hours that employees work because of lack of work, lack of funds, declining enrollments, discontinuance of a particular program or service, etc. such reduction would follow the guidelines below :

22.4.1. If possible, the employee would be given at least thirty (30) days written notice of program changes.

22.4.2. The reductions in hours would be shared by as many employees as possible, so that an individual or class of individuals would not carry the entire reduction of hours.

22.4.3. Employees questioning their reduced hours may request a hearing before their Director and their supervisor.

22.5. Media technicians will be provided four (4) hours per month of uninterrupted time to place book orders and to mend damaged books.

## 23. APPENDIX E – TRANSPORTATION SPECIFIC ISSUES

- 23.1. Driver Qualifications. All school bus drivers must meet or exceed the standards contained in the most current version of the Utah State Office of Education's Standards for Utah School Buses and Operations as established by Utah Law.
- 23.2. License Renewal. The District will pay the renewal fee once every five years for drivers that renew their Class B, CDL license with school bus and passenger endorsements.
- 23.3. In-Service Training
- 23.3.1. The District agrees to compensate employees, at the District per diem rate for attendance at an out-of-District conference if approval is granted by the Supervisor of Transportation.
- 23.3.2. The District agrees to pay bus drivers for state mandated training at the rate of twelve dollars (\$12) per hour.
- 23.4. Uniforms.
- 23.4.1. Bus drivers are expected to comply with the uniform requirements adopted by their department and approved by the Director of Operations.
- 23.4.2. The District will provide all regular transportation drivers and attendants who have completed ninety (90) working days with a uniform allowance of one-hundred dollars (\$100) per year. This will be paid through payroll as taxable compensation.
- 23.4.3. Uniform purchasing / employee reimbursement shall comply with accepted accounting procedures. All District uniforms will be returned upon termination of employment. If a driver needs a replacement, he / she must turn in their old uniform piece in exchange for the replacement.
- 23.5. Driver Compensation
- 23.5.1. Regular Compensation. Bus drivers will be paid on route value, as determined by GPS and routing information.
- 23.5.1.1. Level 1A field trip drivers are contracted to work 7 hours per day.
- 23.5.1.2. Level 1B field trip drivers are contracted to work 6.1 hours per day.
- 23.5.2. Additional Time. Bus drivers on regular routes will be paid sixty (60) minutes per day, and attendants will be paid thirty (30) minutes per

day, for completing pre- and post-trip inspections and paperwork, fueling, and for time spent on drug testing, parent contacts, and delays due to adverse weather conditions, traffic congestion, construction, mechanical failures, and other incidents requiring additional time. It is the expectation of the Board that all school buses, as well as other District-owned motor vehicles, are kept in good repair. It is the responsibility of the driver to make minor safety inspections and mechanical inspections. It is also the driver's responsibility to make sure the bus is kept clean.

23.5.3. Minimum Run. All regular bus runs, morning and afternoon, shall be paid a minimum route value of three (3) hours driving time, which includes the sixty (60) minutes per day referred to in Section 23.5.2.

23.5.4. Substitute Bus Drivers / Attendants

23.5.4.1. Substitute bus drivers will be paid a salary equal to Lane 5, Step 1.

23.5.4.2. If a route driver substitutes for another route driver, that driver will be paid his / her regular rate for that portion of the route value.

23.5.4.3. Substitute bus attendants will be paid at a rate equal to Lane 2, Step 1.

23.6. Calculation of FTE for Purposes of Leave, Insurance, and Other Benefits. Leave, insurance, and other benefits as described in the relevant sections of this Handbook are provided to qualifying employees based on the employee's FTE as calculated on the first day of school. In determining an employee's FTE, the following provisions apply.

23.7. Leave Procedures

23.7.1. Consistent with Section 14 of this Handbook, the following additional procedures apply to transportation employees regarding leave benefits.

23.7.1.1. Leave will be granted in hours based on each employee's FTE at the beginning of the school year. Leave taken will be according to route value.

23.7.1.2. Except as provided below, the FTE established for determining leave will not be updated throughout the year.

23.7.1.3. If an employee applies for and is granted a new route which significantly (0.3 hours or greater) affects his/her FTE then the employee's allotted leave may be adjusted accordingly upon approval by the Transportation

Supervisor. Adjustments will be made on a pro-rated basis.

- 23.7.1.4. When leave is taken, it will show as a number of hours on the employee's pay stub with an hourly rate and the dollar value for that leave. This will be the case for PTO, bereavement, civic duty and military leaves.
- 23.7.1.5. If the driver does not turn in a leave slip, the driver must notify the transportation office that a leave slip should be filled out by proxy.
- 23.7.1.6. The procedure for taking leave required for drug testing due to an accident is covered in the Exception section.

#### 23.7.2. Reporting Absences

- 23.7.2.1. Personal Leave must be approved by the department supervisor. Employees must fill out a leave form and have prior written approval before taking time off.
  - 23.7.2.2. In the case of sickness or emergency, the employee must make personal contact with the substitute scheduler. Leaving a message is insufficient. The substitute scheduler can be reached on the cell phone 801-319-1460 or office phone 801-465-6005. Notification must be given with one (1) day for extended illness or two (2) hours for short illness before the scheduled run.
  - 23.7.2.3. It is the responsibility of the driver/attendant to fill out the appropriate paperwork when sick leave has been taken.
- 23.7.3. Protections Assured. Leaves of absence without pay shall permit the Classified Employee to bid on the first available position in the District comparable to that position which the employee left without reduction in the hourly rate of pay. The number of hours worked by Part-time employees cannot be guaranteed from one year to the next. The returning employee will retain his/her seniority and this seniority factor may determine priority for open positions. For transportation workers whose seniority is determined by their "route date," the route date shall be advanced forward by the amount of time the person is out on leave of absence. However, the returning employee must choose one of the first three attainable positions available for which they are qualified. Also, the returning employee should write a letter to the supervisor indicating a desire to return to the work force at a specified time.
- 23.7.3.1.

23.8. School Bus Routes. It will be the procedure of the Board to develop school bus routes in an efficient, safe, and wise manner. Every effort will be made to comply with state guidelines. When possible, it will be Board procedure to meet the needs of the local citizens as they relate to the routing problems.

23.9. Activity Trips

23.9.1. A school bus driver with less than ninety (90) working days of employment driving bus should not be assigned to activity trips. In the event a driver with ninety days experience is not available for an activity trip, another driver may be selected.

23.9.2. Route drivers may apply to drive activity trips as needed.

23.9.3. The privilege to drive a school bus on activity trips will be granted and continued based upon the skill of each driver. The Safety Committee will make recommendation to the Supervisor of Transportation regarding activity trip driver candidates.

23.9.4. Driver Requirements

23.9.4.1. The District shall not permit or require any driver to drive more than ten (10) hours following eight (8) consecutive hours off duty or for any period after having been on duty fifteen (15) hours following eight (8) consecutive hours off duty. Refer to Federal Motor Safety Regulations. If the trip does not allow the driver to meet this requirement, the Transportation Department shall assign a different driver.

23.9.4.2. The bus must stop approximately every two (2) hours or every one-hundred (100) miles for ten (10) minutes for a tire check and leg stretch.

23.9.5. Driver Compensation

23.9.5.1. A driver on overnight trips shall be paid from requested show-up time until his / her services are completed for that day. If a run begins before 12:00 noon, the driver shall be paid for at least eight (8) hours driving time. Each day thereafter the driver shall be paid a minimum of eight (8) hours until the trip is completed.

23.9.5.2. On overnight trips, bus drivers will be paid the District-allowed per diem for meals. The school will be billed for meals. Motel reservations for the driver's room will be made prior to departure by the sponsoring school and paid for by the school. Drivers will have their own room.

- 23.9.5.3. The rate of pay for all special trips will be the same as Lane 5, Step 1 of the current salary schedule. Special trips are defined as all trips except to-and-from school runs. In addition, if an assigned activity trip begins before a regular school run or on a non-school day, drivers will be allowed thirty (30) minutes additional time to perform safety checks.
- 23.9.5.4. Bus drivers will be paid for actual trip time plus shuttle time when driving on field trips.
- 23.9.6. Minimum Time. Drivers taking activity runs will be paid a minimum of one (1) hour for in-district runs and two (2) hours for out-of-district runs.
- 23.9.7. Trip Cancellation Constraints. Schools must cancel special bus requests twenty-four (24) hours before the run or the Transportation Department will bill the school for a two (2) hour cancellation fee for the driver's wages. A school will not be charged when the activity is canceled due to weather conditions. In this situation, drivers will not be paid, provided that the Transportation Department was notified of the cancellation at least one (1) hour prior to the scheduled field trip time. If the Transportation Department was not notified at least one (1) hour prior to the trip time, the driver will be compensated for two (2) hours at the driver's regular hourly rate of pay.
- 23.9.8. Summer Run Constraints. All summer runs, except established routes, will be treated as activity runs. Drivers who qualify for activity runs will be eligible for these summer runs. Drivers who wish to be considered for summer activity trips must apply by the last day of school.
- 23.9.9. Prior Notice. Activity runs shall be assigned to the driver seven (7) calendar days before the run originates. The only exceptions to this will be runs received and approved late by the Transportation Office.

#### 23.10. Applying for Bus Routes

- 23.10.1. When a bus route is vacated or created from growth, drivers and attendants currently employed by the District who wish to apply shall submit an application for the open route. The employee is responsible to inquire regarding route openings.
- 23.10.2. The routes will remain open for forty-eight (48) hours in order to give drivers time to submit an application. The Transportation Supervisor will select the driver for the open route on the basis of route date, skill level, adaptability, attitude, and financial consideration. When the application process creates a domino effect, the



second and succeeding applications will only require a twenty-four (24) hour limit.

23.10.3. The Transportation Supervisor or designee will interview applicants for double preschool routes, severe/behavior special education routes, and Level 1 activity trips.

23.10.4. The applicant selected will be notified within forty-eight (48) hours by the Supervisor of Transportation or his / her designee.

23.10.5. Bus drivers/attendants shall lose their route on the first day of unapproved leave without pay and will be returned to the sub pool and lose their route date.

23.10.5.1. If a driver/attendant chooses, of their own free will, to drop to the sub pool, they will lose their route date and any leave they have accumulated.

23.11. Safety Committee. The District Transportation Department will have a committee who will review each accident / incident involving a school bus. The following employees will be on the committee: Transportation Supervisor, Driver Trainer, Systems Manager, Shop Foreman, and driver safety representatives.

23.12. Accidents Involving School Buses

23.12.1. At the Accident. The driver must stop immediately, set the brake, remove the key, and activate the four-way flashers. If the bus is within radio range, the driver shall immediately notify the bus shop dispatcher and convey information regarding the accident. The dispatcher will notify emergency personnel. If the bus is beyond radio range, or if there is no radio in the vehicle, the driver shall contact the police and the Supervisor of Transportation. The driver shall check immediately for injuries and give reasonable first aid.

23.12.2. The driver should not discuss the accident in any manner or the cause of the accident or any contributing factors with any person other than the police officer. Drivers are required to furnish only the following information to parties involved in the accident:

23.12.2.1. Driver's name;

23.12.2.2. Driver's license;

23.12.2.3. Vehicle license number;

23.12.2.4. Vehicle number; and

23.12.2.5. Name, address and phone number of the Transportation Supervisor.

- 23.12.3. All collisions/accidents/incidents (herein collectively referred to as “incidents”) involving Transportation Department vehicles and personnel, regardless of the amount of damages or personal injuries sustained, shall be reported immediately to the Transportation Supervisor.
- 23.12.4. Incident Report Forms shall be completed by the driver involved in an incident regardless of the amount of damage sustained to the bus, other vehicles, or property. The Incident Report shall include property damage, personal injury, vandalism, and citations issued. The driver must return it to the Supervisor of Transportation within twenty-four (24) hours. The Transportation Department must notify the District Risk Manager immediately in case of an incident involving bodily injury. All other incidents should be reported to the District Risk Manager in writing within twenty-four (24) hours of the incident and the driver should comply with all other state and federal rules and regulations that apply.
- 23.12.5. The Safety Committee shall review each incident and hold a fact finding meeting to determine whether the incident was preventable or non-preventable. The driver involved may, at the driver’s discretion be present to explain the situation and answer questions. The Safety Committee will issue findings of fact and make recommendations for administrative action. The Safety Committee will inform the driver of its findings.
- 23.12.5.1. “Non-preventable” means an incident in which negligence was not found on the part of the driver, and the circumstances were unforeseen and unavoidable. An incident is non-preventable when a reasonable person (bus driver) would have acted in a similar manner. If the Safety Committee finds that an incident was non-preventable, a statement to that effect shall be included in the employee’s personnel file.
- 23.12.5.2. “Preventable” means an incident which a reasonable person (bus driver) would have been able to avoid, and the Safety Committee finds that the driver was negligent. If the incident was preventable, procedures of remediation and disciplinary action shall be implemented according to the degree of culpability, severity of the incident, and service record of the employee. In the event that the incident is determined to be preventable, then disciplinary action may be imposed. When disciplinary action is imposed, employees shall be afforded appropriate due process as outlined in Sections 11 and 12 above and in applicable District policies. Disciplinary

action may include, but is not limited to, any one or more of the following:

- 23.12.5.2.1. Meet with the Safety Committee to review the incident.
- 23.12.5.2.2. Further training by the Driver Trainer.
- 23.12.5.2.3. A written letter of warning and/or reprimand.
- 23.12.5.2.4. Attend a six (6) hour defensive driving course.
- 23.12.5.2.5. Suspension of employment.
- 23.12.5.2.6. Termination of Employment.

23.12.5.3. All preventable accidents will be assigned a point value as listed in the following table:

Total Amount of Damages per Incident (Bus, Other Vehicles & Property)	1 <sup>st</sup> Incident	2 <sup>nd</sup> Incident	3 <sup>rd</sup> Incident	4 <sup>th</sup> Incident
\$0 to \$1000	15	30	60	300
\$1001-\$5000	35	70	100	300
\$5001-\$10,000	50	100	200	300
\$10,001 +	75	200	200	300

23.12.5.4. Points accumulate year after year. The following recommendations are made for employees within each point range. The Safety Committee should consider all facts surrounding a driver's accumulation of points, including any mitigating or aggravating circumstances, and should adjust the recommendations accordingly.

<b>Substitute Drivers &amp; First Year Drivers (180 Working Days) with 45 or More</b>	Meet with the Safety Committee. Substitute drivers and first year drivers will be required within thirty (30) days to retrain with the Driver Trainer for six (6) hours. Retraining mandatory for continued employment. Driver must contact Driver Trainer to schedule
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<b>Points</b>	training within thirty (30) days.
<b>15-99 Points</b>	Meet with the Safety Committee and receive a written warning and/or reprimand.
<b>100-199 Points</b>	Meet with the Safety Committee. Drivers may choose to retrain with the Driver Trainer for six (6) hours to remove fifty percent (50%) of their points. Driver will receive a written warning and/or reprimand.
<b>200-299 Points</b>	Meet with the Safety Committee. Utah Safety Council Defensive Driving DDC-PTD six (6) hour course completion required at driver expense within thirty (30) days. Completion of the class is mandatory for continued employment. Completion of the class will reduce their total points by fifty percent (50%). Drivers will take this class only one time to remove points. Driver will receive a written warning and/or reprimand.
<b>300-399 Points</b>	Meet with the Safety Committee. Driver will receive a written reprimand and will be suspended without pay from his/her employment for a period of time to be determined by the administration of the school district.
<b>Over 400 Points</b>	Meet with the Safety Committee. Driver will either: (a) receive a written reprimand and be suspended without pay from his/her employment for a period of time to be determined by the administration of the school district; or (b) have his/her employment terminated as determined by the administration of the school district.

23.12.5.5. Points are accumulated until an incident-free year has been achieved (180 working days). At that time fifteen (15) points will be deducted. Another fifteen (15) points will be deducted each preventable-incident-free year thereafter.

23.12.5.6. Failure to report an incident, no matter how minor, will result in disciplinary action and/or the point value will be doubled. Incidents involving gross negligence, personal

injury, and/or fatality will be evaluated independent of these Incident Guidelines. In such cases, the school district shall impose appropriate disciplinary action on the employee up to and including the termination of employment.

- 23.13. School Bus Driver's Personal Children on Buses. Drivers are not to take their own children on the bus unless they are regularly assigned bus students on that particular bus. Tending small children in addition to driving a bus may risk the safety of other students on the bus and result in a diversion of attention which could cause an accident.
- 23.14. Personal Use of District Vehicles. School buses are not to be used for personal use at any time. They are to be used only for the transportation of students to and from their assigned destination.
- 23.15. Tool and Uniform Allowance
- 23.15.1. The shop foreman and mechanics will receive taxable compensation through payroll of one hundred (\$100) per month when using their own tools.
- 23.16. Definitions
- 23.16.1. Regular Driver/Attendant - A driver or attendant who is assigned a daily or permanent route.
- 23.16.2. Substitute Driver/Attendant - A temporary driver or attendant who fills in when a regular driver is absent.
- 23.16.3. Activity Trip Driver - A driver who drives students on field trips or activity trips.
- 23.17. Reduction in Force for Transportation Employees. Refer to Nebo School District Policy GCPF, *Reduction in Force*.
- 23.18. **Controlling Authority.** The terms of this Handbook, District policies and procedures, and / or federal or state laws, rules, or regulations shall supersede and are controlling over any contradictory or inconsistent terms contained in any individual department handbook, guidelines, or procedure manual.

## 24. APPENDIX F – SECRETARIAL SPECIFIC ISSUES

- 24.1. Additional Time Allotment. School secretaries will be allowed one (1) hour make-up for bookkeeping after three (3) consecutive days of sick leave.
- 24.2. Classified Substitutes
  - 24.2.1. First consideration will be given to current District employees for filling vacancies.
  - 24.2.2. When a non-employee is hired to substitute for a secretary, he / she will be paid a salary equal to Lane D.
- 24.3. All secretaries who work directly with school lunch financial deposits will receive a lunch credit worth one dollar and fifty cents (\$1.50) towards each purchased lunch. The credit will be paid by the respective departments or schools. Secretaries will pay the difference in any price of lunch.

## 25. APPENDIX G – WAREHOUSE SPECIFIC ISSUES

### 25.1. Uniforms and Tools

25.1.1. Warehouse employees are expected to comply with the uniform requirements adopted by their department and approved by the Director of Operations. Uniform purchasing / employee reimbursement shall comply with accepted accounting procedures.

25.1.2. Uniforms should be kept neat and clean.

25.2. Travel Reimbursement. All employees who are required by their supervisor to work on after-hour emergencies will have the use of the appropriate District vehicle.

### 25.3. Classified Substitutes.

25.3.1. First consideration will always be given to current District employees for filling vacancies.

25.3.2. When a regular employee is assigned to substitute for another regular employee, he / she will be paid, on the 11th consecutive day, a salary equal to the lane of that employee, but at the substitute's own step.

25.3.3. When a non-employee or sweeper is hired to substitute for a regular employee, he / she will be paid the same as Lane 1, Step 3.

25.4. All warehouse employees who are involved directly with school lunch will receive a lunch credit worth one dollar and fifty cents (\$1.50) towards each purchased lunch. The credit will be paid by their department. Employees will pay the difference in any price of lunch.

Individuals participating in the 2018-2019 meet and confer process were as follows:

Dalless Kearn	Child Nutrition
Maria Ruiz	District Office Staff Representative
Brad Jex	Transportation Representative
Brad Montague	Custodian Representative
Melony Mortensen	Secretary Representative
Scott Wilson	Assistant Superintendent
Matt Gledhill	Director of Operations
Frank Daybell	Coordinator of Operations
Tracy Olsen	Business Administrator
Ken Van Ausdal	Director of Human Resources
Jamie Christensen	Transportation Representative
DeAnn Carter	Secretary Representative
Doug Loveless	Custodian Representative
Denise Alexander	Librarian Representative
Mike Anderson	Maintenance Representative
Jeff Peterson	Associate Legal Counsel



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