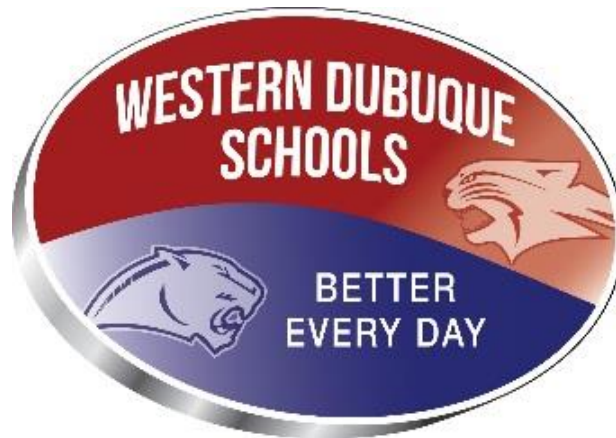


# Western Dubuque Community School District



## Classified Employee Handbook (Hourly Staff)

Effective July 1, 2020

Date Last Amended: June 15<sup>th</sup>, 2020

*This handbook is a general source of information and does not constitute a contract between the school district and employees. It is the employee's responsibility to refer to the district policies and/or administrative procedures for further information. Whenever the provisions of this handbook are in conflict with those of a board-adopted policy, an applicable collective bargaining agreement, or any other formal employment contract, the terms of the policy, collective bargaining agreement, and/or employment contract shall govern.*

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## HOURS AND OVERTIME

This Article is intended to provide the basis for calculation of and payment for overtime and shall not be construed as a guarantee of hours of work per day or per week.

### A. Overtime

Time and one-half (1-1/2X) an employee's regular hourly rate shall be paid for all time worked in excess of forty (40) hours per week. For purposes of calculating overtime, the following paid leaves are considered hours worked: (a) Personal Leave, (b) Sick Leave, (c) Vacation, (d) Bereavement, (e) Holiday Pay, (f) Jury and Legal Leave and (g) Family Leave.

For purposes of computing overtime, the workweek will begin each Sunday.

Contracted Food Service employees will be paid time and one-half (1½) their regular hourly rate for all work in excess of eight (8) hours in a day for banquets or events for which the District receives reimbursement for the services.

Custodial overtime in each building shall be awarded on a rotation basis by seniority so that all custodians have an equal opportunity for overtime hours if they so desire. The building principal or designee will administer the overtime rotation.

### B. Breaks

Except for bus drivers, each employee who works more than four (4) hours in one day shall be entitled to at least one (1) paid, duty free fifteen (15) minute break. Except for bus drivers, an employee who works more than four (4) hours in any one day shall, in addition to the paid break, be entitled to an unpaid, duty-free thirty (30) minute lunch break. Bus drivers shall not receive break time or lunch time.

Clerical and paraprofessional employees may work through their 30 minute lunch break on late start or early out school days.

### C. Call-In Pay

With the exception of bus drivers, employees who are called in to work outside of their regular shift shall be guaranteed no less than two (2) hours work or pay at the applicable straight time pay. If such two (2) hour call-in results in a total work week which exceeds forty (40) hours, such time shall be paid at time-and-one-half (1 1/2).

Minimum 2 hours of pay will not be required for the following:

1. Staff meetings with employees that begin 30 minutes prior to the start of their regular work day that are scheduled at least one day in advance.

2. Requests by Principals or Supervisors to have custodial and/or maintenance staff to start no less than one hour earlier for snow and ice removal from sidewalks and parking lots. Principals or Supervisors will call employees as much in advance as possible.

D. Hours of Work

An employee's regular work schedule shall not be reduced as a consequence of such employee's performance of work at the Employer's request in excess of his/her established hours of work schedule, unless the Employer request for such reduction is offered to the affected employee prior to the performance of the excess work. The compensatory time-off or reduction in work hours must be taken by the employee within that workweek.

- E. Paraprofessionals may be scheduled to work prior to the first student contact day. The building principal may schedule the 180 workdays before or after the student school year.

- F. For those Employees who are required to attend training, recertification or other meetings prior to the first student contact day during the months of July and August, the District will attempt to provide notification of such meeting(s) within 5 days of the meeting.

G. Time Clocks & Time Cards:

Employees are required to clock-in and clock-out on a daily basis.

Employees are expected to follow the administrative procedures for recording work time or absences listed below:

1. Accurately clock in at the beginning of each work day and clock out at the end of each scheduled shift using District time clocks provided at each site.
2. Record the use of leaves of absence in a timely and accurate manner using Aesop. (before 4:00 pm the day of the absence)

Failure to follow the above listed procedures will be considered an "occurrence". The 1<sup>st</sup> two (2) occurrences of each school year will be noted in the employee's file.

## HOLIDAYS

- A. All bargaining unit employees with 220 or more contracted days shall be paid for the following holidays:

Day before New Year's	Independence Day
New Year' Day	Thanksgiving Day
Labor Day	Day after Thanksgiving
Good Friday	Day before Christmas
Memorial Day	Christmas Day

- B. All bargaining unit employees working less than 220 days (including bus drivers) shall be paid for the following holidays:

Day before New Year's	
New Year' Day	Thanksgiving Day
Labor Day	Day after Thanksgiving
Good Friday	Day before Christmas
Memorial Day	Christmas Day

- C. Holidays Observed

Holidays falling on Saturday shall be observed on the preceding Friday and those falling on Sunday will be observed on the following Monday.

- D. Holiday Pay

Bus drivers sharing routes shall be paid full holiday pay regardless of their schedule. Full pay meaning their regular route hours.

- E. Pay for Working on a Holiday

In addition to the holiday pay described above, all bargaining unit employees shall be paid time and one half (1 1/2) times their regular pay rate for all hours worked on such holidays.

- F. Holidays During Vacation

Employees on vacations shall receive pay for the holiday and shall be entitled to an additional day off if the holiday falls within the period of vacation.

No employee shall be required to work on any of the above holidays, except in the case of an emergency.

## **PROBATION**

A newly hired employee shall serve a ninety (90) calendar day probationary period. The probationary period is used to determine if the employee can effectively perform his/her duties. If an employee fails to perform the job in a reasonable manner, the Employer may terminate the employee within such ninety (90) calendar day period. In the event a probationary employee is terminated, such employee may not utilize the grievance procedure to protest such termination.

## SENIORITY

Seniority shall be based upon length of service within the employee's permanent job classification from the date of original hire (the first day of work as a regular employee). In cases where two (2) or more employees have the same date of original hire, seniority among them shall be determined by lot.

### A. Seniority List

The Employer shall furnish the Union with an up-to-date seniority list for each job classification upon the effective date of the Agreement and once per year thereafter.

### B. Break in Service/Loss of Seniority

Seniority shall accrue continuously from the original date of hire in a permanent job classification, unless broken by one of the following events:

1. Employee quits.
2. An employee is retired.
3. A laid off employee fails to report for work within five (5) working days after notification by certified letter to return to work - as specified in Article 9, Section B. below.
4. Failure to return to work immediately following the completion of a leave of absence.
5. Employee is terminated for just cause.

### C. Movement from One Job/Classification to Another

In all cases of transfer within and across job classifications, the employee shall carry his/her seniority to the new job or job classification.

## **VOLUNTARY TRANSFERS**

### A. Posting of Permanent Job Vacancies

All permanent vacancies in bargaining unit positions occurring during the school year shall be posted for a minimum of ten (10) calendar days. Permanent vacancies occurring during the summer months when school is not in session shall be posted for a minimum period of five (5) calendar days. It is during the initial posting period that employees may complete an online Employee Application found on the District website for consideration as an internal employee candidate.

The employer will post all available jobs on the District's website and will send out an email notifying employees of the posting. Employees may also register to be notified of the available jobs via text message. It shall be the responsibility of the employee to register for the text message service if they want to receive the job posting text notifications. Any charges the employee may receive on their personal phone for receiving these text notifications are the responsibility of the employee.

### B. Eligibility for Permanent Job Vacancies

Applicants, including new hires, shall be chosen to fill permanent vacancies on the basis of qualifications, ability to perform the essential functions of the job duties and seniority. For bus drivers the geographic proximity of the driver's residence will also be considered as a factor in filling a posted job vacancy. In the event that qualifications and ability to perform essential functions of the job are relatively equal among applicants, then seniority shall determine appointment to permanent vacancy.

In the event that a new employee is hired instead of a current employee and such award is grieved, the Employer, upon request by the Union, shall provide to the Union all information it possesses on the current employee and the new hire relative to qualifications and ability to perform the work.

Such information shall be kept confidential by the Union and used only in the processing of such grievance.

An employee who disputes the Employer's decision in awarding a job vacancy may raise such dispute as a grievance.

### C. Trial Period

An employee who is awarded a job vacancy shall be given a 10 working day trial period. The employee may return to his/her previous position anytime during the 10 day trial period. The employer may meet with the employee during the 10 working day trial period to review the performance of the employee in the new position as often as deemed



necessary. After 10 working days during the trial period, the employer may require the employee to return to his or her previous position. If the employer has not required the employee to return to his or her previous position at the end of the 10 day period then the employee will be issued a contract for the new position.

D. Pay – Voluntary Temporary Transfers

If an employee is temporarily, voluntarily transferred to a lower paying job, the employee shall receive his/her regular rate of pay and all applicable step increases for the remainder of the fiscal year. If an employee is temporarily voluntarily transferred to a higher-paying job, he/she shall be placed in the lowest step of the job classification, which does not cause a reduction in hourly pay.

E. Return of Employees with Recall Rights

Employees with recall rights shall be returned to their job classifications before the hiring of new employees in such classifications.

F. Placement on Step – New Classification

If an employee applies for and receives a position in a new or different classification, the employee shall be placed on the lowest step that does not cause a reduction in hourly pay.

## INVOLUNTARY TRANSFERS

### A. Cause and Notice

Involuntary transfers of employees within and across job classifications may be made by the Employer, temporarily or permanently, when such transfers are necessary for the efficient operation of the School District and the Employer has good cause with basis in fact for determining such transfer. An employee so transferred will be notified in writing fourteen (14) calendar days prior to the effective date of such transfer.

An employee who has been given notice of such transfer may request a meeting with the Employer (with union representation, if so desired) to discuss alternatives to such transfer.

No employee shall be permanently involuntarily transferred to a position which during the remainder of the fiscal year offers less hours per week or hourly pay than his/her permanent job. In the event that such transfer continues into a new fiscal year, the employee may accept a layoff instead of a reduction in hourly pay or hours per week.

### B. Pay – Temporary

If an employee is temporarily involuntarily transferred to a lower-paying job, the employee shall receive his/her regular rate of pay and all applicable step increases for the remainder of the fiscal year. If an employee is temporarily involuntarily transferred to a higher-paying job, he/she shall be placed in the lowest step of the job classification, which does not cause a reduction in hourly pay.

### C. Duration

Once the Employer becomes aware that an absent employee has terminated his/her employment or that it now requires a limited duration job to be performed on a permanent basis, the temporary transfer shall be discontinued by posting the position as a permanent job vacancy for transfer in accordance with the specific provisions of this Article. In the event that the temporarily transferred employee is not awarded such position, he/she shall be returned to their permanent job of record.

## LAYOFF AND RECALL PROCEDURE

### A. Layoff Procedure

1. Employees to be laid off shall be given five (5) working days written notice in addition to the day of the notice and a copy thereof shall be mailed to the Union and delivered to the Union steward, except in the case of an emergency.
  
2. Classifications shall be: bus driver, paraprofessional, custodial, bus mechanic, maintenance, food service, clerical and interpreter. Employees in the identified classification to be reduced in staff shall be given an opportunity to fill any vacancies for which they are *qualified* before they are laid off. When the School District determines that staff reduction is necessary, any of the following criteria may be utilized to identify the staff to be laid off first:
  - a. Attrition (normal turnover due to retirement, resignation, transfer, etc.)
  - b. Documented evidence of disciplinary action within the last 12 months
  - c. Probationary Status
  - d. Evaluations

All other things equal, the individual with the least District Seniority currently working in the identified classification shall be laid off first.

3. An employee who does not possess sufficient seniority at the time of layoff to remain in his/her classification shall be offered the position of a less senior employee in another classification if he/she has previously been assigned to that classification within the Western Dubuque School District and previously worked not less than six (6) months in such classification for the District. Any employee may decline such a position and go directly to the recall list for their classification.

### B. Recall Procedure

1. Recall rights to the same job classification (from which laid off) shall be granted to each employee from the effective date of his/her layoff as follows:

<u>Years of Service</u>	<u>Recall Rights</u>
60 Days to 1 Year	Equal to time worked
1 to 2 Years	12 Months
2 to 3 Years	24 Months
Over 3 Years	36 Months

2. When employees are recalled pursuant to this Article, the Employer shall give the employee(s) written notice of such recall by personal delivery to the employee or certified mail to the employee's last known address.

3. Employees shall be recalled to their job classification by seniority, except where senior laid off employees are not immediately capable of performing the job assignment of plumber, electrician, carpenter, or painter. Less senior laid off maintenance employees may be recalled to those positions if senior employees are not qualified to perform the work.
4. All employees on layoff status shall be recalled to their job classification before new employees are hired in such job classification.
5. A laid off employee may waive in writing the recall rights provided by this Article.

## GRIEVANCE PROCEDURE

### A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these procedures will be kept as informal as may be appropriate at any level of the procedure.

### B. Definition

A "grievance" is defined as a claim by an employee or the Union that there has been a violation, misinterpretation, or mis-application of this Agreement.

### C. Representation

An employee will be represented at all steps by the Union unless it is waived by the employee per Level 1 Procedures.

The Union shall furnish the Employer with written notification of its designated representatives (Stewards and Business Agents) by July 1st of each year.

Other representatives of the Employer may participate in the Level Three meetings at the Superintendent's discretion.

### D. Procedure

#### 1. Level One - Principal or Immediate Supervisor (Informal)

An aggrieved employee shall attempt to resolve the grievance informally within twenty (20) calendar days of the employee's knowledge of the event giving rise to the grievance by informal discussion with the employee's principal or immediate supervisor, with or without a steward. In the event an employee waives his/her right to have a Union Steward present at the level one meeting, the employee must sign a form so indicating. A copy of the form will be provided to the Union within five (5) calendar days. The Principal or supervisor will arrange for a discussion between him/herself, the employee and/or the steward to be held within seven (7) calendar days after receiving the verbal grievance (excluding the date of receipt). The supervisor or Principal will provide a verbal response to the grievance within seven (7) calendar days after the Level One meeting (excluding the date of the meeting).

#### 2. Level Two - Principal or Immediate Supervisor (Formal)

If the grievance is not settled at Level One and the employee or the Union wishes to appeal the grievance to Level Two, the employee or the Union will reduce the grievance to writing (on the Grievance Report Form attached to this Agreement as Appendix D and deliver same to the Principal or immediate supervisor within ten

(10) calendar days after the date of the Employer's response at Level One. The written grievance shall contain a clear and concise statement of the grievance, the specific provision or provisions of this Agreement involved, and the specific relief sought. The Principal or immediate supervisor shall arrange a meeting between him/herself, the employee, and/or the Union to be held within five (5) calendar days after receipt of the written grievance (excluding the date of receipt). The Principal/supervisor will submit a written answer to the grievance within five (5) calendar days after the Level Two meeting (excluding the date of the meeting).

3. Level Three – Superintendent

If the grievance is not settled at Level Two, and the aggrieved employee or the Union wishes to appeal the grievance to Level Three, the aggrieved employee or the Union shall submit the written grievance to the Superintendent within ten (10) calendar days after receipt of the written answer at Level Two. The Superintendent or the Superintendent's designee shall arrange for a meeting with the employee and representatives of the Union to be held within seven (7) calendar days after the Superintendent's receipt of the written grievance. The Superintendent or the Superintendent's designee shall provide the aggrieved employee and the Union with a written answer, within seven (7) calendar days after the Level Three meeting (excluding the date of the meeting).

5. Time Limits

The failure of an employee or, where applicable, the Union to initiate or appeal a grievance to the next level within the time limits specified above shall bar further appeal provided, however, that any such time limits may be extended by mutual agreement. The failure of the Employer to respond to a grievance within the specified time limits will authorize the aggrieved employee or, where applicable, the Union to appeal the grievance to the next level. However, in the absence of an appeal by the employee or, where applicable, the Union to the next level, this provision shall not negate the obligation of the Employer to meet and to issue a decision at each applicable level of the grievance procedure except as otherwise waived by the Union. The parties shall not unreasonably refuse an extension of time limits.

6. Group Grievance

To avoid the filing of multiple grievances by employees with identical claims, the Union may submit a group grievance in writing to the Superintendent commencing at Level Three.

7. Meetings

All grievance meetings will be held at times which do not interfere with the scheduled work activities of the employees involved. All meetings under this procedure shall not be open to the public and shall include only witnesses, the parties of interest, and their designated or selected representatives, heretofore

referred to in this Article.

**INSURANCES**

A. Eligible Employees

An “eligible employee” is defined as an employee who is regularly scheduled to work 30 or more hours per week in any of the following job classifications. When they become eligible for medical insurance they will be covered for life and disability insurance.

1. Bus Mechanics
2. Clerical
3. Custodians
4. Food Services
5. Interpreter
6. Maintenance
7. Bus Drivers
8. Paraprofessionals

B. Types

The Employer agrees to provide all eligible employees who are regularly scheduled to work 30 or more hours per week the following insurance protection according to the following schedule.

1. Medical Insurance

Each eligible employee and his or her immediate family members shall be covered by a health and major medical program that contains benefits comparable to the present insurance contract. The Employer shall pay the following premium amounts beginning July 1, 2019 as shown below.

**Schedule A**

Classification - Group	2020-21 Single	2020-21 Family
Class 1: 40 Hours/Week	\$612.68	\$1,150.00
Class 2: 35–39.99 hrs/wk	\$587.67	\$1,033.00
Class 3: 30-34.99 hrs/wk	\$512.67	\$646.00
Class 4: Hrs/Wk 30<39.99 hired after 7-1-12	\$512.67	\$646.00

The above amounts are maximums paid by the Employer. Additional costs for either single or family insurance will be payroll deducted from the employee's paychecks to cover the entire year.

Employees working less than 30 hours per week during the school year may participate in the employer's insurance plan, provided the employee pays 100% of the premium involved. Premium payments may be made via payroll deduction.

2. Life:

Each eligible employee shall be covered by a term life insurance program paid for by the Employer that provides a death benefit of \$30,000.00, double for accidental death.

3. Dental - Bus Mechanics and Maintenance Only:

Each eligible bus mechanic and maintenance employee and his or her immediate family members shall be covered by a dental insurance program. The Employer shall pay the following amounts:

2020-21 Single	2020-21 Family
30.00	70.00

The above amounts are maximums paid by the Employer. Additional costs for either single or family insurance will be payroll deducted from the employee's paychecks to cover the entire year.

Employees working more than 20 hours per week during the school year may participate in the Employer's dental insurance plan, provided the employee pays 100% of the premium involved.

4. Prescription Glasses for Mechanics and Maintenance:

The District will reimburse Mechanics and Maintenance staff for prescription safety glasses and safety shoes up to \$100/year.

5. The Western Dubuque School District shall maintain Internal Revenue Code Section 125 Benefit Plans.

6. The Employer will purchase liability insurance and will defend and indemnify employees as provided in Chapter 670, Code of Iowa.

7. Disability Insurance

The Employer will pay up to \$100.00 per year during the term of this Agreement for a group disability income policy for each eligible employee.



C. Coverage

The Employer-provided insurance program shall be for twelve (12) consecutive months, starting with the first day as designated by the insurance carrier and running for 12 consecutive months thereafter. Eligible employees new to the District shall be notified by the Employer as to the dates that their coverage begins.

D. Selection of Carrier

All insurance carriers shall be selected by the Employer but the Union will be given the opportunity to make its recommendations before final selection.

E. Continuation

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned benefits shall continue throughout the balance of the employee's individual contract year.

Employees on paid leave shall continue to have Board contributions made according to the level described above.

Employees on nonpaid leave for one month or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board within thirty (30) days of the insurance company billing date, to the extent that, the insurance company will allow and only for the balance of the unpaid leave. Failure of the thirty (30) day payment requirement cancels the option.

#### **NON-DISCRIMINATION STATEMENT**

Pursuant to Title IX and other applicable state and federal laws, it is the policy of the Western Dubuque County Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and activities and its employment practices, including applicants for employment.

The District has grievance procedures for processing and resolving discrimination complaints, including formal and informal Title IX sex discrimination and sexual harassment complaints, and will respond to complaints accordingly. Discrimination employment grievances that do not fall under Title IX should be directed to Rick Colpitts, Equity Coordinator, 310 4th Street SW, Farley, Iowa 52046, 563-744-3885 x 6004, [rick.colpitts@wdbqschools.org](mailto:rick.colpitts@wdbqschools.org). Grievances related to this policy for employment matters that fall under Title IX and grievances for any program/student matters should be directed to Vicky Coyle, Title IX and Equity Coordinator, 310 4th Street SW, Farley, Iowa 52046, 563-744-3885 x 6040, [vicky.coyle@wdbqschools.org](mailto:vicky.coyle@wdbqschools.org). If you have any questions related to this policy, please contact Vicky Coyle. Title IX inquiries may also be referred to the U.S. Department of Education, attn. Assistant Secretary, Office for Civil Rights, 400 Maryland Avenue SW, Washington, DC 20202, 800-421-3481, [OCR@ed.gov](mailto:OCR@ed.gov).