

Custodian Employee Handbook 2019-2020

SECTION 1 INTRODUCTION

A. Applicability

This Employee Handbook will apply to all custodians. It does not apply to other non-licensed employees, licensed employees or substitute employees.

B. Effect of Employee Handbook

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

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

C. Effective Dates

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

D. Savings Clause

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

E. Definitions

1. The term "Board", as used in this handbook, will mean the Board of Directors of the Central DeWitt Community School District or its duly authorized representatives.
2. The term "District", as used in this handbook, will mean the Central DeWitt Community School District.
3. The term "employee", as used in this handbook, will mean all custodians. The term will not mean other non-licensed employees, licensed employees or substitute employees.
4. The term "Union" shall mean Service Employees International Union Local #199.

SECTION 2 UNION RIGHTS

The Union shall have the right to hold meetings on District property after regular school hours, provided that such meetings in no way interfere with any aspect of the instructional or activity program. Any out-of-pocket expenses to the District resulting from such meetings will be borne by the Union, as appropriate, and within the provisions of District policy. Such meetings will be scheduled with the building principal where they shall be held and subject to his/her approval. The Union shall be provided with bulletin board space in each school.

SECTION 3 DISTRICT RIGHTS

The District shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and the right to:

1. Direct the work of its employees.

2. Hire, promote, demote, transfer, assign, and retain employees in positions within the District.
3. Suspend or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments, and personnel by which the District operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the District.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the District by law.

SECTION 4 PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the District payroll officer shall deduct from the salary of said employee and make appropriate remittances for:

Tax Sheltered Annuities: A program of payroll deductions shall be maintained by the District. The addition of any new insurance company, after September 1, 1975, shall be subject to the approval of the Board.

Gateway United Fund: A program of payroll deductions shall be maintained by the District for any employee who may wish to authorize this deduction.

Personal Insurance: A program of personal insurance deductions for auto, household, and life is presently being conducted by the Board. No insurance deductions may be made unless specifically granted under an approved Board program.

SECTION 5 SAFETY

The District shall endeavor to provide and maintain a safe place of employment. All employees shall endeavor in the course performing the professional duties associated with their employment to be alert to unsafe practices, equipment or conditions, and to report any such unsafe practices, equipment or conditions to their immediate supervisor.

SECTION 6 VOLUNTARY TRANSFERS

Employees who desire a transfer to another building may file a written request with the Superintendent on such form as may be provided by the District. The application shall be reviewed by the Superintendent and will be submitted to the Board for their consideration.

The District will announce, by notification on the bulletin boards, the known existing full-time openings for non-certificated employees as they occur. The openings shall be listed by location with qualifications for position. An employee will have no longer than fourteen (14) days within which to respond to posted openings with a written request for a voluntary transfer.

During the summer months, known existing full-time openings for non-certificated employees that will be available for the following school year will be posted in the buildings and a list of such openings will be provided to an employee upon their request.

If more than one employee applies for the same position under the above conditions, the determination of the successful candidate shall be made by using the following criteria in the order listed:

1. The skill, ability and competence of the employee.
2. Years of service in the District.

When an outside applicant and a current employee are considered to be equally qualified, as determined by the District, for a position, preference shall be given to the current employee.

SECTION 7 INVOLUNTARY TRANSFERS

Involuntary transfers, between buildings, shall not be made for arbitrary and capricious reasons. The principal of the building in which the employee works shall notify the employee in writing of the pending transfer and the reasons.

Transfers which have been initiated by the District after the beginning of a school year will not be effective until written notification, including the reasons, has been made to the employee, and a personal conference has been held between the District and the employee.

At the end of the school year in which the involuntary transfer occurred, the employee may, with administrative approval:

1. Revert back to their original position for the next contract year.
2. Remain in the new position for the next school year, subject to the mutual agreement of the employee and the District.

SECTION 8 STAFF REDUCTION

When, in the sole, exclusive, and final judgment of the Board, declining enrollment, reduction of program or any other reason requires reduction in staff, the District shall attempt to accomplish same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition, given the necessity to hire and/or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality educational program possible, the administration shall base its decision to retain employees on the employees' years of service in the District.

SECTION 9 GRIEVANCE

- A. A grievance is defined as an alleged violation of a specific section of this handbook.
- B. The Union and every employee covered by this handbook shall have the right to present grievances in accordance with these procedures.
- C. The failure of an employee to act on any grievance within the prescribed time limits, will act as a bar to any further appeal and the District's failure to give a decision within the time limits shall permit the employee to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- D. Any investigation or other handling or processing of any grievance by an employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the employee.
- E. First Step: An attempt shall be made to resolve any grievance in informal, verbal discussion between the employee and the building administrator or supervisor within five (5) school days of the occurrence of the grievance.

Second Step: If the grievance cannot be resolved informally, the employee shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the building administrator or supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the agreement which are alleged to have been violated, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) days from the date of the occurrence of the event giving rise to the grievance. The building administrator or supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within five (5) school days after receipt of the written grievance.

Third Step: In the event a grievance has not been satisfactorily resolved at the second step, the employee shall file, within five (5) school days of the building administrator's or supervisor's written decision at the second step, a copy of the grievance with the Superintendent or designee. Within ten (10) school days after such written grievance is filed, the employee and the Superintendent or designee, who shall not be the building administrator or supervisor named as respondent to the original complaint, shall meet to resolve the grievance. The Superintendent or designee shall file an answer within ten (10) school days of the third step grievance meeting and shall communicate it in writing to the employee and the building administrator or supervisor.

- F. If any employee files any claim or complaint in any form other than under the grievance procedure of this handbook, then the District shall not be required to process that same claim or set of facts through the grievance procedure set out in this handbook.

SECTION 10 EVALUATION

The District shall have the responsibility to establish evaluation criteria and the evaluation instrument to evaluate bargaining unit employees. The supervisor or designee shall continuously evaluate the performance of the employee and shall submit such evaluations in writing to the Superintendent. Within three (3) weeks after the beginning of the school term, the administration shall advise employees of the evaluation procedures and instrument to be used. No formal evaluation will take place until such orientation has been given. If an employee is employed to begin work after the start of the school term, the three (3) weeks stated above will commence on the first day of employment. The evaluator will hold a conference with the employee to provide suggestions for

improvement. The evaluator shall provide a written copy of the evaluation to the employee. If the employee disagrees with the written evaluation, the employee may submit a written evaluation reaction within five (5) school days of receipt of the written evaluation. The written reaction shall be attached to the file copy of the evaluation. Both parties must sign the evaluation and reaction.

SECTION 11 WORK DAY

The work day shall be established by the supervisor and/or building principal either of whom shall designate required meetings which may require the attendance of employees or by the normal extension of the school day which may occur as the result of any scheduled student activity. Each employee who works more than four (4) continuous hours shall have included in their schedule a duty-free lunch period of at least thirty (30) minutes. The foregoing shall not be construed in such a way as to prohibit the District from directing the work of its employees.

SECTION 12 HEALTH AND SAFETY

Employees shall have a physical examination upon initial employment. The District shall pay up to \$50.00 for the examination after the portion covered by insurance has been paid by an insurance carrier.

SECTION 13 WORK YEAR

The work year for employees, other than new employees who may be required to attend additional days of orientation, shall be established by the supervisor or administrator. The employee work year shall include those days designated in the District calendar which shall be approved annually by the Board, and such other days as may be assigned.

The regular work year for employees shall include ten (10) paid holidays including: Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day, and the Fourth of July. To be eligible for any paid holiday previously mentioned the employee must work the immediate work day before that holiday, and the immediate work day after that holiday or have an approved absence with pay according to the provisions of this handbook and

established Board policies. Part-time employees whose scheduled work day falls on a holiday will be paid for the holiday.

SECTION 14 JOB DESCRIPTIONS

The District agrees to provide job descriptions for full time and part time employees.

SECTION 15 TEMPORARY LEAVES

A. Bereavement Leave

In the case of the death of the employee's immediate family (spouse, child, step-child, adopted child, mother-in-law, father-in-law, father, and mother) the employee may be granted by the Superintendent or designee up to three (3) days for the purpose of attending the funeral. Two (2) days may be granted to attend the funeral of a brother or sister and one (1) day may be granted to attend the funeral of a grandparent, grandchild, son-in-law, daughter-in-law, uncle or aunt. The employee shall receive no deduction for the days granted. If the additional days are needed, then good cause leave without pay may be granted.

B. Funeral Leave

In case of the death of any other relative or person of unusually close personal relationship not covered in the bereavement leave provision, up to one day of absence may be allowed. The Superintendent or designee shall have the power to extend the above provisions in any specific instance.

C. Personal Leave

All regularly employed employees will be provided a total of three (3) days of personal leave per school year without loss of salary or benefits. Unused personal leave does not accumulate.

D. Educational and Professional Leave

Attendance at professional meetings or visitation at other schools is permitted at full pay if such absence is approved by the Superintendent or designee. If any employee wishes to be absent from duty for a brief period to attend a professional meeting or to visit schools, a written request for approval of such absence should be signed by the supervisor and filed with the Superintendent or designee at least ten (10) days prior to the first day of anticipated absence.

All requests will be acknowledged by a letter either granting or rejecting the request. Copies will be forwarded to the employee, principal, and supervisor.

E. Jury Duty

In the absence of extraordinary circumstances, employees may be excused for jury duty with the permission of the Superintendent or designee. No deduction from compensation will be made during the term of jury service, provided however, that all jury fees received by such employee shall be turned over to the District.

F. Good Cause

Good cause leave, in addition to the leaves above may be granted without pay at the sole discretion of the Superintendent or designee.

G. Union Leave

Up to five (5) unpaid days per year shall be available to for employees to attend conferences, conventions or other activities of the local, state, and nationally affiliated organizations. The employee to be absent will give at least five (5) school days prior notification to his/her supervisor and the Superintendent or designee. The Superintendent or designee shall have the authority to extend the union leave upon the request of the employee on leave.

H. Procedure

All temporary leaves must be applied for on such form as may be provided by the District at least ten (10) days prior to the date of the absence whenever possible. The original request must be filed with the building principal and the supervisor or their designees. Final approval of the principal's or supervisor's decision on any appeal shall rest with the Superintendent whose decision will be rendered within five (5) days of the original request or by 2:00 p.m. on the day preceding the first leave day if the request has been made five (5) or less days in advance of the first day of the proposed absence. If an employee expects to return from a temporary leave early, the employee must notify the building principal, supervisor or their designees of the employee's intention by 2:00 p.m. on the day prior to the employee's return. If the employee does not give the required notification of intent to return early, and a substitute subsequently reports for duty the following day, the substitute will be paid for an additional half day, and the pay shall be deducted from the employee's salary.

Employees may request extended leaves of absence without pay for a period of time not to exceed one year. An employee shall file an application with the Superintendent. The application shall be reviewed by the Superintendent and will be submitted to the Board for their consideration. Extended leaves of absence may be granted for health, professional study, military service, public office or family responsibilities, which may include child nurturing. While on extended leave, the employee's interest in the retirement funds, accumulated sick leave and placement on the salary schedule shall be frozen. At the conclusion of the extended leave of absence the salary of the employee shall be the salary stated on the salary schedule for the step and class for which that employee was appointed at the time of the commencement of the leave. A request for early termination of the leave agreement and a reinstatement of position must be made in writing to the Superintendent. The District shall reserve the right to delay reinstatement. Early reinstatement is contingent upon an available vacancy. An employee who is granted a leave of absence for a regular school year must indicate a desire to return prior to March 1 of the following school year. Failure of the employee to make such notification will be evidence of the employee's desire to resign.

SECTION 17 SICK LEAVE

- A. All regular twelve (12) month employees shall be provided with twenty (20) days of sick leave each year of employment. This sick leave shall accumulate to a maximum of one hundred forty (140) days. All other employees shall be provided with fifteen (15) days, which shall accumulate to a maximum of one hundred forty (140) days. Employees hired after June 30, 2011 shall accumulate sick leave to a maximum of ninety (90) days.
- B. In any one year, up to ten (10) days of the employee's sick leave may be used in the case of illness of the employee's immediate family members (spouse, dependent children, and parents) or a dependent family member. For employees hired after June 30, 2011, up to five (5) days of the employee's sick leave may be used in case of illness of employee's immediate family.
- C. All employees who are eligible for sick leave benefits will be provided with a printed summary of each year's sick leave activity on an annual basis, prior to September 15th each year.

- D. The District reserves the right to request a certificate of absence from a medical doctor, which shall be acceptable only if the doctor specifically recommends that the employee should not have returned to work for a medical reason and for a specific period of time.
- E. An employee must report the intention to be absent from duty to the building principal or designee, by 7:00 a.m. on the day of the absence. If possible, notification should be given earlier that day or on the previous day.
- F. If an employee expects to return from a sick leave absence, the employee must notify the building principal or designee of the employee's intention by 2:00 p.m. on the day prior to the employee's return. If the employee does not give the required notification of intent to return and a substitute subsequently reports for duty the following morning, the substitute will be paid for an additional half day, and the pay shall be deducted from the employee's salary.
- G. If an employee is unable to begin service under the contract on the date on which the contract is designated to begin, the employee shall nevertheless be entitled to draw compensation for any unused sick leave accumulated from prior years of service with the District, pursuant to its regulations thereto, payable at the time regular installments are due under this handbook, notwithstanding the fact that actual service did not commence under this handbook for the school year covered therein.
- H. If an employee is unable to report for duty on the first day of a work year and has no accumulated sick leave on which to draw, compensation for sick leave will not be allowed during the new work year until the employee reports to work, whereupon it will become retroactive.
- I. All accumulated sick leave is forfeited upon the termination of employment.

SECTION 18 FAMILY AND MEDICAL LEAVE ACT

Employees are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this handbook nor are the pre-existing family or medical leave provisions of this handbook diminished by the inclusion of this provision in this handbook.

SECTION 19 SALARY SCHEDULE

All employees shall be compensated according to the following schedule:

Full-Time	Part-Time
\$18.28	\$17.88

The rates in this schedule shall be applied to the first eight (8) hours in each work day and/or the first forty (40) hours in each work week. Overtime compensation shall be at one and one-half times the base rate, except that time worked on Sundays and holidays shall be at two times the base rate. All full-time custodians shall be assigned forty hours per week. Night Rate: Employees assigned a normal work schedule that has one-third or more of the shift after 6:00 p.m. shall be compensated an additional 20¢ per hour for the entire shift.

SECTION 20 UNIFORM ALLOWANCE

All employees will be eligible for a uniform allowance of \$150.00. Receipts must be presented to the Central Office for payment.

SECTION 21 PAID VACATION PLAN

All full-time employees who are employed for twelve (12) months shall be eligible to accrue paid vacation at the end of each school year according to the following schedule:

1 year	1 week
2 through 7 years	2 weeks
8 years and up	3 weeks

All vacations must be taken during the summer months between the end of each school year and before the first day of school in the ensuing year, except that employees eligible for two or more weeks may take no more than one week of their vacation during the school year. However, an additional one week of vacation may be granted on approval of the supervisor. It may not overlap into the Christmas season when school is not in session except that one employee at a time may be absent during this period with the permission of the responsible supervisor. Such exceptions will be considered on a case-by-case

basis. Each day taken must be with the approval of the building principal or designee and should not be taken when it could interfere with building activities. All vacations must be approved in advance by the supervisor. A new employee must have been employed for more than six (6) months to be eligible for one (1) week of paid vacation.

SECTION 22 INSURANCES

- A. The District shall provide single health insurance for all employees. Family health insurance will be available to full-time employees. The health insurance plan shall be a plan comparable to the coverage for 2018-2019. Eligible employees requesting family health insurance will provide \$95 per month toward the cost of the premium. A separate prescription cared is included.
- B. The District shall provide a long-term disability insurance program for all full-time employees.
- C. The District shall provide single dental insurance for all full-time employees.
- D. The District shall provide a life insurance policy for all full-time twelve (12) month employees of \$20,000 with accidental death and dismemberment.
- E. The District shall provide these insurance programs to all eligible full-time employees effective July 1st of each year. Employees hired during the year shall have their insurance programs begin on the first day of the month following their contract date. A full-time employee must work thirty-seven and one-half (37.5) hours per week of five (5) days on a regular basis.
- F. The District reserves the right to determine policy specifications and content and the process of carrier selection.

EMPLOYEE ACKNOWLEDGEMENT FORM

This employee handbook describes important information about employment with the Central DeWitt Community School District. Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions may occur and that such changes will be communicated to me through official notices. Only the Board of Directors of the Central DeWitt Community School District has the ability to adopt any revisions to this handbook.

I acknowledge this handbook is neither a contract of employment nor a legal document. I have received the handbook and I understand it is my responsibility to read and comply with the provisions of this handbook and any revisions made to it.

Employee Name (Printed)

Employee Signature

Date