

KEOKUK COMMUNITY SCHOOL
DISTRICT

NON- CERTIFIED EMPLOYEE
HANDBOOK

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SECTION 1: INTRODUCTION

The Keokuk Community School District (“District”) states that it desires to employ quality staff who are able to provide a quality education for the students of the District. To this end, the District has in place this Employee Handbook that provides information to employees relating to their employment with the District.

A. Applicability

This Employee Handbook shall apply to all non-professional secretarial/clerical employees of the Keokuk Community School District, i.e., secretaries, clerks, and teacher associate (UE) as well as all maintenance, custodial, kitchen workers, transportation and grounds (AFSCME).

EXCLUDED: Confidential assistants of the Central Administration Office.

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 Keokuk Community School District or its duly authorized representatives. It is each employee’s responsibility to become familiar with the policies and procedures of the District.

This Employee Handbook shall be maintained solely by the District. The District has the ability to interpret and imply provisions of the Employee Handbook.

C. Effective Dates

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

D. Savings Clause

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

E. Definitions

1. The term “Board” as used in this Employee Handbook, shall mean the Board of Education of the Keokuk Community School District or its duly authorized representatives.
2. The term “employee” as used in this Employee Handbook, shall mean all secretaries, clerks, and teacher associate (UE) as well as all maintenance, custodial, kitchen workers, transportation and grounds (AFSCME).

F. Notice of Nondiscrimination

Students, parents, employees and others doing business with or performing services for the Keokuk Community School District are hereby notified that this school district does not discriminate on the basis of race, color, age (except students), religion, national origin, sex, marital status, sexual orientation, gender identity or disability in admission or access to, or treatment in, its programs and activities.

The school district does not discriminate on the basis of race, color, age (except students), religion, national origin, sex, sexual orientation, gender identity or disability in admission or access to, or treatment in, its hiring and employment practices. Any person having inquiries concerning the school district's compliance with the regulations implementing Title VI, Title VII, Title IX, the Americans with Disabilities Act (ADA), § 504 or *Iowa Code* § 280.3 is directed to contact: Mr. Josh Rasmussen, 1100 Linn Street, Atlantic, IA 50022, phone (712) 243-1330 who has been designated by the school district to coordinate the school district's efforts to comply with the regulations implementing Title VI, Title VII, Title IX, the ADA, § 504 and *Iowa Code* § 280.3 (2007).

SECTION II: GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A “grievance” is a claim by an employee or a group of employees that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Handbook.

2. Aggrieved Person

An “aggrieved person” is the person or persons making the complaint.

B. Purpose and Scope

Any aggrieved person covered by this Employee Handbook shall have the right to present grievances in accordance with these procedures. The failure of the aggrieved person to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator’s failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

C. Procedure

Representation:

Any aggrieved person may be represented at all stages of the grievance procedure by the employee, or at his/her option, by a representative.

1. First Step:

An attempt shall be made to resolve any grievance in informal discussion between complainant and his or her immediate supervisor, either alone or with their union representative.

2. **Second Step:**
If the grievance cannot be resolved informally, the aggrieved party shall file the grievance in writing within fifteen (15) school days of the event giving rise to the grievance with their supervisor. The written grievance shall state the nature of the grievance, shall note the specific cause or causes of the grievance, and shall state specifically the remedy requested. The supervisor shall make a decision on the grievance and communicate it in writing to the aggrieved party within ten (10) school days after receipt of the grievance.
3. **Third Step:**
In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved party shall file, within five (5) school days of the supervisor's written decision at the second step, a copy of the grievance with the Superintendent's Office. Within a reasonable amount of time after such written grievance is filed, the aggrieved and the Superintendent or his/her designee, as well as any representatives of the parties, shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within five (5) school days of the third step grievance meeting and communicate it in writing to the aggrieved party and the supervisor.
4. **Fourth Step: District Employee Relations Board**
In the event the grievance has not been satisfactorily resolved in the third step, the aggrieved party and/or Association shall file, within five (5) school days of the superintendent's decision, their desire to meet with the District Employee Relations Board within ten (10) days. This board shall consist of two school board members, the superintendent, another administrator, and two UE/AFSCME members (according to the association filing the grievance).
5. **Fifth Step: Full Board**
In the event the grievance has not been satisfactorily resolved in the fourth step, the aggrieved party and/or Association shall file, within five (5) school days of the District Employee Relations Board decision, their desire to meet with the full school board to address the matter at the date of their next board meeting. Their decision will be final in the matter.

D. **Miscellaneous**

1. **End of Year Grievance:**
In the event that a grievance is filed at such a time that it cannot be processed through all steps in the grievance procedure by the end of the school year, then the time limit set forth can be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year, or within a maximum of thirty (30) calendar days thereafter, unless mutually extended.
2. **No Reprisals:**
No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, or any other participant in the grievance procedure by reason of such participation.

3. **Separate Grievance File:**
All documents communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

SECTION III: SICK LEAVE

A. Definition

Sick leave shall be defined as a leave of absence for medically related disability with full pay.

B. Accumulative Benefits

All 10 month employees under continuing contract shall be granted leave for personal illness or injury in the amount of 15 days annually accrued each month except for those in UE hired prior to June 2012 receiving 18 days accrued each month All 12 month employees will receive 18 days annually accruing at a rate of 1.5 day per month worked.

Employees on part-time or partial year contract shall earn sick leave days at a fractional rate equivalent to their part-time or partial year contract.

Said leave that has been accrued shall be available to an employee as of the first official day of said school year regardless of whether the employee reports for duty on that day.

Unused sick leave days shall be accumulated from year to year to a maximum of one hundred twenty (120) days (UE) and one hundred forty (140) for AFSCME. The employer shall provide disability insurance that provides coverage after 90 calendar days.

When an employee is separated from the Keokuk Community School District, he or she forfeits all unused sick leave.

C. Extended Leave

An employee, who is unable to work because of personal illness or disability and who has exhausted all sick leave available, can request a leave of absence without pay for the duration of the remaining current contract year. Such leave can be requested for renewal for one (1) contract year immediately following the initial request, if the initial request is approved. The granting of all extended leave is at the sole discretion of the Superintendent or his/her designee. An employee shall maintain the same position on the salary schedule and retain sick leave accumulation and other earned benefits during the extended leave. An employee may be required to pay his/her share of health insurance benefits and to reimburse the District for the District's share of health insurance benefits during the extended leave. When the employee returns from said extended leave, he/she shall be placed in any open position for which the employee is qualified, as determined by the District.

D. Immediate Family Illness

Employees shall be granted ten (10) days per year of immediate family illness leave for illness, hospitalization, or surgery of an immediate family member, defined as the spouse, the children, and/or the parents, of the employee and/or the employee's spouse. This leave is deducted from the employee's accumulated sick leave. The granting of all immediate family illness leave is at the sole discretion of the Superintendent or his/her designee. The District may require proof of the immediate family member's illness, hospitalization, or surgery.

E. Verification

The District has the right to seek verification of all use of sick leave. In addition, the District may require a statement from the employee's physician for absences of three (3) or more consecutive days or absences for multiple usage for the same illness.

SECTION IV: SICK LEAVE BONUS

Any employee who uses zero (0) or one (1) sick days and/or days off without pay between July 1st and December 31st, is entitled to a \$250 bonus payable on March 1st. Any employee who uses two (2) sick days and/or days off without pay during that time period is entitled to a \$100 bonus, payable on March 1st. Any employee who uses zero (0) or one (1) sick days and/or days off without pay between January 1st and June 30th is entitled to a \$250 bonus payable on September 1st. Any employee who uses two (2) sick days and/or days off without pay during that time period is entitled to a \$100 bonus, payable on September 1st. This bonus will not be affected by the use of personal or vacation days. Sick day for purposes of this Section is defined as personal or family illness leave.

SECTION V: TEMPORARY LEAVES OF ABSENCE

A. Definitions

1. A temporary leave of absence is a temporary, non-accumulative leave of absence with full pay that is available to an employee as of the first official day of said school year regardless of whether the employee reports for duty on that day

B. Personal Leave

1. Annual Benefit

At the beginning of every school year, each employee shall be credited with three (3) days to be used for the employee's personal business. A personal day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day(s) shall notify his/her supervisor at least two (2) days in advance, except in cases of emergency. When five (5) such leaves on a given day have been recorded, the administration may deny all further requests for personal leave. Such leaves shall be granted on a first come, first served basis.

- a. Staff who have completed their 15th year with the Keokuk Community School District will receive an extra personal day annually for a total of 4 personal days starting at the beginning of their 16th school year. The carryover allotment and maximum balances will remain the same.

2. Up to two unused personal days may be carried over to the next year, with no more than five days accumulating. Any days not used or carried over will not be paid out.
3. Unpaid leave days, beyond allotted personal days will not be granted without administrative approval.

C. Jury and Legal Leave

1. Jury Leave

Any employee called for jury duty during school hours shall be provided such leave as is necessary. Any fees or remuneration the employee receives during such leave above actual expenses shall be turned over to the Keokuk Community School District.

2. Legal Leave

Any employee who is required by subpoena to appear in any judicial or administrative proceeding shall be provided such leave as is necessary. This leave is not available if the employee is named as a party in the legal proceeding. Any fees or remuneration the employee receives during such leave above actual expenses shall be turned over to the Keokuk Community School District.

D. Association Leave

At the beginning of every school year, a total of up to ten days shall be available to the Association for representatives of the Association to attend conferences and conventions or other activities of the local, state and national affiliated organizations. Such leave cannot be used for any political purpose. There will be no carry over of unused Association days. The Association shall pay for any substitute.

E. Funeral Leave

At the beginning of every school year, each employee shall be credited with the following funeral leave:

- a. Up to five (5) days per occurrence for a funeral for the employee's immediate family (defined as the employee's spouse, children or parents);
- b. Up to two (2) days per occurrence for a funeral for the employee's extended family (defined as the grandchildren, grandparents, and siblings of employee and/or employee's spouse). A third day may be given with the superintendent's approval, with the day coming out of the employee's sick day.
- c. One (1) day per occurrence up to two times for any other person's funeral. This day can be taken in 2 hour increments.
- d. Each employee is entitled to take up to a total of five (5) days of funeral leave each school year for the categories (b) and (c) combined. Category (a) will not be limited.

F. Parental Leave

At the beginning of every school year, each employee shall be credited with five (5) days to be used for parental leave, which may be used at the time of the birth of a child or the adoption of a child into the immediate family. Such days shall be limited to the day of labor and/or delivery and the day the mother and/or child are released from the hospital and/or for other good causes. Such leave will be deducted from the employee's accumulated sick leave.

SECTION VI: EXTENDED LEAVES OF ABSENCE

A. Military Leave

An employee shall be granted a leave of absence for any period of active state or federal military service. Such military leave shall be without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave. On completion of such military service, the employee shall be entitled to resume employment without loss of salary or benefits that would have been received had such leave not been taken. An employee whose military service exceeds a continuous period of six (6) months shall make application for reinstatement to the Superintendent or his/her designee and return to employment within ninety (90) days after termination of such military service.

B. Good Cause Leave without Pay

An employee may be granted a leave of absence without pay for any good cause authorized by the Superintendent or his/her designee. Such leave may be granted for purposes which the Superintendent or his/her designee considers necessary and/or appropriate. The employee shall apply for such leave in advance whenever possible. An employee may be required to pay his/her share of health insurance benefits and to reimburse the District for the District's share of health insurance benefits during the leave. When the employee returns from said leave, he/she shall be placed in any open position for which the employee is qualified, as determined by the District.

F. Family Medical Leave Act

In Accordance with the Family Medical Leave Act (FMLA) eligible employees may take up to twelve (12) work weeks of unpaid, job-protected, leave in any contract year for certain medical and/or family medical related reasons. The District may require the employee to run concurrently paid leave with unpaid FMLA leave. Employees are eligible if they have been employed for at least twelve months and have worked a minimum of 1,250 hours over the last twelve (12) months. The FMLA will be ran in accordance with the Board Policy. Contact Human Resources Department if you have questions regarding FMLA.

SECTION VII: LEAVES OF ABSENCE PROCEDURES

A. Application of Leave Procedures

Any leave procedures outlined in this Section shall apply to any leaves outlined in any Section of this Employee Handbook.

B. Requests for Leave

1. Employees with foreseeable leaves of absence shall complete a Leave Request using the District's Leave Request Application prior to such leaves of absence.
2. Employees with unforeseeable leaves of absence, except for daily sick leave usage, shall complete a Leave Request using the District's Leave Request Application as soon as possible after learning of the need for the leave.
3. Employees shall notify the Superintendent or his/her designee of leave cancellations. Except in emergencies, such notifications shall occur at least twenty-four (24) hours prior to the scheduled leave of absence.

Procedure Title: Leave Procedures

Board Policy controls all absences of school district employees. The procedures below defines and explains the process by which all employees obtain official approval for any and all absences.

The process begins with the immediate supervisor with final approval by the superintendent or designee except for personal illness or family illness which begins with the District's Leave Request Application.

The categories of employees and the title of their immediate supervisor for leave purposes are listed below:

EMPLOYEE CATEGORY SUPERVISOR'S TITLE

Teacher Associates.....	Principal(s)
Assistant Principals.....	Principal
Cafeteria Employees.....	Cafeteria Mgr./Food Service Supervisor
Central Office.....	Superintendent
Custodial Employees.....	Principal (school year)/Maintenance & Custodial Supervisor (summer)
Maintenance Employees.....	Maintenance & Custodial Supervisor
Principals.....	Superintendent
Secretaries and Clerks.....	Principal
Superintendent.....	President of the Board of Education
Supervisors/Directors.....	Superintendent
Teachers.....	Principal(s)
Transportation Employees.....	Transportation Supervisor

1. All employees are to utilize the District leave request application to apply for all leaves.
2. An immediate supervisor's approval only indicates awareness of a leave application. The supervisor may state an opinion concerning the validity of the request, but the opinion does not bind the school district or that supervisor to final approval or disapproval.

3. Employees can determine if a sub is needed. Please indicate yes or no that a sub is required in the District's Leave request application. If internal coverage is available, indicate no sub is required. Admins and secretaries can assign a fill in. This will avoid confusion for the external sub.
4. Leaves may take one hour increments. Leaves occurring during previously unscheduled early release or late start days will not be adjusted. They will be adjusted if school is canceled.
5. The deduction of a day's wages from the employee's monthly pay check shall be the district's control over unauthorized leaves or improper use of leave procedures, but multiple unauthorized leaves or unpaid leaves could result in suspension and/or termination.
6. Employees shall cancel the leave in the District's leave request application and notify their administration or building secretary of leave cancellations. Except in emergencies, such notification shall occur at least twenty-four (24) hours prior to the scheduled leaves of absence.
7. Minor illness that requires sick leave can only be granted to employees that request such leave through the the District's Leave request application. The nature of the illness and/or time and location of the appointment must be noted.
- . Illness occurring during the workday must be reported to the building secretary who can enter the absence into the District's Leave Request System before the employee leaves the building.

Family illness leaves (as defined by the handbook) are requested in the same manner as listed above. Indicate the relationship to the individual requiring your care.

8. The District may require a statement from the employee's physician for absences of three (3) or more consecutive days or absences for multiple usage for the same illness.
9. FMLA: Please report extended absences to the Payroll Department for FMLA documentation.

Major illness which is classified as illness, hospitalization or temporary disability that can be anticipated or that is of five (5) workdays or more in duration need to be entered into the District's Leave Request application as early as possible. This includes pregnancy and delivery.

The physician's statement will be required, indicating not only that the employee is unable to work until the date noted, but that the employee will be able to assume their full and complete duties after the indicated date. The physician's statement is crucial to the granting of the leave.

When an employee with a temporary disability cannot perform the essential functions of the job, even with reasonable accommodations, the district does not have to make available alternate positions or minimize the essential physical requirements of the position to make allowances for the employee's temporary disability.

- The employee will be required to submit a release from their doctor before returning to work.
10. Leave requiring financial reimbursement by the school district shall be subject to the following conditions:
 - a. The administrator is responsible for the allocation of funds within the school or department travel account.
 - b. A purchase order must be generated if the District is to pre-pay expenses (30 days minimum must be allowed for processing)
 - c. Staff members should complete a travel reimbursement form and have it approved by his or her immediate supervisor.
 - d. The maximum amount allowed to be reimbursed for meals shall be \$50.00 per day – **itemized receipts must be submitted** with the travel reimbursement form to the Central Office upon return from the leave. The form must be signed by the principal or supervisor for the employee to obtain reimbursement.
 - e. School vehicles are to be used for out-of-district travel. If a school vehicle is available but the employee chooses to take their personal vehicle, mileage, gas or other vehicle related expenses will not be reimbursed.
 11. Leaves granted on the basis of request shall be limited to those indicated below and shall be granted as defined herein. Leaves that can be anticipated must be entered and approved in advance. However, in an emergency situation, permission to be absent may be obtained from either the immediate supervisor or the superintendent. The employee should enter the leave in the District Leave Request application upon knowing of the absence. Approval of these emergencies will be based upon these procedures and within the limits as defined by this handbook.

SECTION VIII: WORK CONDITIONS

HOURS OF WORK

- A. **REGULAR HOURS**—The regular hours of work each day shall be consecutive. Reference to consecutive hours of work in the balance of this provision shall be construed to include lunch period, except transportation employees who shall be excluded from this provision of consecutive hours.
- B. **WORK WEEK**—The work week shall consist of five (5) consecutive days of not more than eight (8) hours.
- C. In the event students are short hours and staff are short days due to inclement weather, the district reserves the right to require staff to make up any time missed.

REST PERIODS

- A. All employees' work schedules shall provide for a fifteen (15) minute rest period during each four-hour period of employment.
- B. Employees who for any reason work beyond an eight hour shift into overtime, shall receive a fifteen (15) minute rest period before they start to work on overtime. In addition, they shall be granted the regular periods that occur during the shift.

MEAL PERIODS

- A. All employees employed for more than six (6) consecutive hours shall be granted a duty-free lunch period during each work shift. Only food service workers shall receive a paid lunch period.

CALL TIME

- A. RETURN TO WORK—Any regular twelve month employee called back to work outside of his/her regular scheduled shift shall be paid a minimum of two hours at the rate of time and one-half.
- B. BUILDING CHECKS—Employees asked to check buildings on their non-duty days shall be paid time and one-half for one (1) hour for all buildings except for the high school, which will be paid for one and one-half hours. If an employee is already working in the building on the day of the building check, the building check will be done during the time they are there working for other reasons. In that same situation, if the employee who is scheduled to do the building check is not at the building working at that time, they will not come in as the employees who are currently working will do the building check. There will be 1 building check done for a 2 day weekend and 2 building checks for a 3 day weekend. Building checks are only to be done during the school year and not over the summer.
- C. CALL BACK ACTIVITY RUNS—Bus drivers activity runs that are not preliminary to nor extensions of regular runs shall be paid a minimum of two (2) hours at the activity run rate of pay.

OVERTIME PAY

Time and one-half of the employee's regular hourly rate of pay, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

- A. All work performed in excess of eight (8) hours in any workday and in excess of forty (40) hours in any work week.
- B. All work performed on Saturday or Sunday. To be effective starting 12/1/2019.

WORK AT EMPLOYEE'S OPTION

- A. Overtime shall be voluntary for custodial, maintenance, cafeteria and transportation personnel. The district reserves the right to require overtime when emergency situations warrant for these services.
- B. All voluntary and involuntary overtime for all departments will start with the most senior employee and move down the seniority list until the overtime is accepted.
- C. If overtime is not accepted, the least senior employee must accept the overtime.
- D. The only exception to the above language is that the kitchen manager and the head custodian of each building may be contacted first.
- E. An attempt shall be made to equalize overtime opportunities within classification by shifts.

VACATIONS

- A. **ELIGIBILITY AND ALLOWANCE**—Twelve-month full time employees shall be granted an annual paid vacation for the period specified below based upon the following service requirements:

<u>SERVICE REQUIREMENTS</u>	<u>VACATION PERIOD</u>
Less than 7 years	2 weeks
7 years to 15 years	3 weeks
15 years to 20 years (or beyond 15 years for UE)	4 weeks
20 years or more (AFSCME only)	5 weeks

Years of service shall be determined by the employee's full time anniversary date. This includes any employee who is employed for 6 or more hours per day or 30 or more hours per week.

Employees may only carry-over up to a maximum of twenty (20) vacation days to the next year. Those currently who have a vacation balance higher than 20 days at the end of FY2018, will have 5 years to reduce the vacation balance carryover to the maximum limit. During each of those 5 years, employees will be required to take the amount they accrued during the course of the fiscal year in addition to 20% of what the carryover balance was as of 6/30/2018 minus the 20 day maximum carryover.

- B. **VACATION PAY**—The rate of vacation pay shall be at the employee's regular straight time daily rate.
- C. **CHOICE OF VACATION PERIOD**—Vacations shall be granted at the time requested by the employee if in the opinion of the supervisor such vacation does not interfere with work needs. In scheduling vacation, choice of vacation periods shall be governed by seniority provided employees submit their vacation requests at least 60 days prior to the requested time off. When requests are submitted less than 60 days in advance, vacation will be granted on a first-come, first-served basis. Once vacation periods have been scheduled, the employer shall make no change to the schedule except to meet emergency needs.
- D. **VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION**—Any employee who is laid off, discharged, retired or separated from the district for any reason, prior to taking his/her vacation, shall be compensated for the earned and unused vacation he/she has accumulated at the time of separation.

HOLIDAYS RECOGNIZED AND OBSERVED

The following days shall be recognized and observed as paid holidays (if staff or school is not in session) for twelve (12) month **AFSCME** employees:

- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- Day After Christmas
- New Year's Eve
- New Year's Day
- MLK Day (if staff or school is not in session)
- President's Day (if staff or school is not in session)
- Good Friday (if staff or school is not in session)
- Memorial Day

All 10 month **AFSCME** employees will receive holiday pay for the following:

- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- Day After Christmas

The following days shall be recognized and observed as paid holidays (if staff or school is not in session) for twelve (12) month (252 Day) **UE** employees:

- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- New Year's Day
- MLK Day (if staff or school is not in session)
- President's Day (if staff or school is not in session)
- Good Friday (if staff or school is not in session)
- Memorial Day
- The scheduled Spring Break

All UE employees with less than a 252 day contract will receive the following paid holidays:

- Thanksgiving Day
- Christmas Day
- New Year's Day
- Good Friday (if school is not in session)

A. **ELIGIBILITY REQUIREMENTS**—Employees shall be eligible for holiday pay under the following conditions:

1. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, layoff or sick leave.
2. The employee worked his/her last scheduled workday prior to the Holiday unless he/she is absent with pay for any reasonable purpose as defined by this agreement. If a holiday is observed on an employee's scheduled day off or during his/her vacation, he/she shall receive the added day or days for the unworked holiday.
3. Any employee that works on a holiday shall be paid at the rate one and one-half times their regular rate in addition to their holiday pay.

SECTION IX: DISCIPLINE AND DISCHARGE

A. DISCIPLINE

Disciplinary action or measures may include any or all of the following:

- Verbal Reprimand
- Written Reprimand
- Suspension (Notice to be given in writing)
- Termination

Disciplinary action may be imposed upon an employee only for failure to fulfill his or her responsibilities as an employee or for any other just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

Disciplinary action shall be progressive for minor offenses, major offenses may be punished as management determines.

If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Any type of reprimand, suspension, or discharge shall be served in writing to the union and employee.

B. REMEDATION

An employee whose performance is unsatisfactory after appropriate reprimands are given (Section A), may be given an opportunity for one (1) month to bring job performance up to a satisfactory condition, provided this is the first such rating. If such employee's services are rated satisfactory at the end of the one (1) month period, the employee shall be retained in the current assignment. In the event that the employee's performance does not improve to a satisfactory level; or in the event that it is the employee's second such rating, the termination of the employee's current contract will be recommended to the Board of Education or a new annual contract will not be offered the employee. However, the above remediation period will not be utilized in an instance of gross misconduct such as theft, direct insubordination, student abuse, fraud or other similar incidents that may not be appropriate to a remediation process.

C. DISCHARGE

The employer retains the exclusive right to discharge all of its employees as defined by Section 7-3, Chapter 20 of the Code of Iowa (Public Employees Relations Act), which state, "...suspend or discharge public employees for proper cause..." In addition, the employer shall have the right at the time individual contracts are issued to improve the overall performance of any job classification by terminating any employee for just cause.

SECTION X: SENIORITY

SECTION 1: DEFINITION

SENIORITY - Seniority means an employee's length of continuous service with the employer since his/her first day of employment. This does not apply to substitutes. An employee who is employed for 6 or more hours per day or 30 or more hours per week is a full-time employee and is assigned 1 year of seniority for each year of full-time employment. An employee who is employed for less than 6 hours per day or less than 30 hours per week is a part-time employee and is assigned 1/2 year of seniority for each year of part-time employment. The seniority as defined above applies to 9-month and 12-month employees. **EMPLOYEE** - Employee shall mean those individuals represented by Local 2005, AFSCME or UE Local 893, Sub Local 98.

SENIORITY LIST - By November 1 of each school year, the Board shall provide a current copy of the seniority list to the union secretary.

LOSS OF SENIORITY - An employee shall lose all seniority rights if the employee retires, resigns is discharged or fails to report to work within ten (10) working days following receipt of a written recall to employment while on layoff.

SECTION 2: PROBATION PERIOD

- A. New employees shall obtain seniority after ninety (90) workdays of employment. If the probation period is satisfactory, seniority shall commence as of the original date of employment.
- B. All employees in a new position due to transfers shall be on probation at the higher rate of pay for a period of thirty (30) days. If an employee proves to be unsatisfactory, he or she shall be returned to the former position and pay.

SECTION 3: BREAKS IN CONTINUOUS SERVICE

An employee's continuous service record shall be broken by voluntary resignation, discharge, and retirement.

SECTION 4: WORK FORCE CHANGES

Whenever a job opening occurs - in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening (with pay steps listed) shall be posted on the Keokuk Community School District e-mail (News) for five (5) working days prior to the position being filled.

During this period, employees who wish to apply for the open position or job-including employees on layoff - may do so. The application shall be in writing, and it shall be submitted to the Central Administration Office.

In making a determination regarding whether to grant a request for a voluntary transfer or not, the District shall consider the needs of the District, the applicant's experience, and the relative skill, ability, competence and qualifications of the applicant. An employee who is adjudged by the District to have the greater skill, ability, competence, certifications, qualifications, and experience will be given preferential consideration for the vacancy over an employee adjudged to have lesser skill, ability, competence, certification, qualifications, and experience. If a choice must be made between two or more professional employees who are adjudged to have equal skill, ability, competence, certification, qualifications, and experience, the employee with the greater seniority, as defined in this Employee Handbook, will be granted the request for a voluntary transfer.

Newly hired employees cannot request a transfer within the first ninety (90) working days of employment and those employees already employed by the district cannot be granted more than one (1) transfer per twelve (12) months. All employees granted a voluntary transfer shall be able to return to their previous job within five (5) working days of the beginning of their new position. Transfers granted from June 1 through August 20 are exempt from this language.

- A. DEMOTIONS - The term demotion, as used in this provision means the reassignment - of an employee from a position in one job classification to a lower paying position in the same classification or in another job classification.
- B. LAYOFF - In the event it becomes necessary to lay off employees for any reason within a job classification, employees shall be given a thirty (30) day notice. Employees are to be laid off in inverse order of their seniority in that classification. An employee who is not the least senior employee in the

bargaining unit and whose positions has been discontinued shall be offered the position of the least senior employee in his/her classification if available or in a different job classification if he/she is qualified. Any employee may decline a position and go directly to the recall list in his/her classification.

When an employee is displaced by such action, that employee may use his/her seniority to move to a different position in the same manner and in cases of multiple elimination of position the most senior qualified employee shall have first choice.

No new employees shall be hired until all qualified employees on lay off status have been offered recall. Employees shall have recall rights for a period equal to their length of employment with the District, not to exceed a maximum of one year. Employees on the recall list will be notified of recall by registered mail sent to their last known address on file at the Central Office. Failure to accept such recall in ten (10) working days or inability of the postal service to deliver the letter of recall shall each result in the loss of the employee's recall rights and removal from the recall list.

If an employee on recall has been offered a position within their job classification, and they decline to accept that position, such action will result in the loss of the employee's recall rights and removal from the recall list.

- C. INVOLUNTARY TRANSFERS - When involuntary transfer is necessary, the least senior employee may be transferred first. Involuntary transfers will not be used to permanently fill a position unless the position has been posted for bidding and no current employee bid on, or qualified for the position. Should the employer have to hire new employee(s), the new employee(s) shall be given un-bid positions prior to the involuntary transfer of current employees.
- D. DIRECTING THE WORK FORCE - The employer retains the exclusive rights to hire, promote, demote, transfer, assign and retain public employees as defined by the Public Employment Relations Act. The administration has the right to direct employees to other work assignments as needed, and/or including to other buildings.
- E. HOURS REDUCTION - In the event that the employer determines that hours are to be reduced, the least senior employees within the job classification shall have their hours reduced. The number of employees affected will be determined by operational needs, which may mean that more than one employee's hours may be reduced.
- G. JOB CLASSIFICATIONS - The classifications for AFSCME shall be:
 - 1. Maintenance/Custodial
 - 2. Food Service
 - 3. Transportation

The classifications for UE shall be:

- 1. Group B—12 month secretaries
- 2. Group B—10 month secretaries, elementary secretaries, secondary secretaries.
- 3. Group B—10 month secretaries, guidance secretaries.
- 4. Group C—10 month, media clerks.

5. Group C—10 month, clerks and Title I clerks.
6. Group D—10 month teacher associates.

The Board reserves the right to shorten or lengthen the days or hours of services required in each classification. Job content and qualifications of individual employees to fill any specific classification shall be determined by the Board.

SECTION XI: NON ATTENDANCE

On days that school is not in session, employees on 12-month contracts will be paid if they are released by the Superintendent or designee. Other employees whose work year is based upon the days of student attendance will also be paid on inclement weather days when their attendance is not required but will work the day scheduled as a make-up day without pay. The district will make every attempt to release employees with pay on early dismissal days once all essential duties have been completed as determined by the supervisor.

SECTION XII: PERSONNEL FILE

A. PERSONNEL FILE REVIEW

1. Each employee shall have the right at any time to review the contents of his/her personnel file and may request a representative of the Union to accompany them. The employee shall indicate in writing (or signed form) that he/she has examined the file. Examination of the employee's central file shall take place in the Central Administration Office.
2. The Board or its Administrative Representative, shall not establish any separate personnel file which is not available for the employee's inspection.
3. Only those personnel who have an official right and reason for doing so may inspect an employee's file. Parties examining the files shall record name, date, and purpose for examination. This log shall be retained in the file examined.
4. Items within the personnel folder shall be removed only by the Superintendent or his/her designee.
5. There shall be no anonymous material in an employee's file.

B. PERSONNEL FILE CONTENT

1. The employee shall have the right to respond to all materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become part of said file.
2. A copy of any complaint directed toward an employee who is placed in the personnel file is to be promptly called to the employee's attention and signed by the source.
3. Any untrue or unsubstantiated material shall be removed from the file.

C. PERSONNEL FILE REPRODUCTION

The employee shall have the right to reproduce any of the contents of said file at employee's expense.

SECTION XIII METHOD OF PAYMENT

Each employee shall be paid in twelve (12) equal installments via direct deposit. Payment of wages for those employees that less than 12 month employees will be the first of each month, starting September 1st, with the exception of the remainder of the contract paid out on June 30th. Twelve month employees are paid the first of each month starting the 1st of the month following

SECTION XIV: INSURANCE

A. Health and Dental Insurance

Each employee employed on a regular basis for thirty (30) hours or more per week shall be eligible for a health and dental program paid in part or in full by the Board.

1. Health Insurance

The District shall make available health insurance for the benefit of its eligible employees that is substantially similar to the health insurance made available the prior year. The District will pay 100% of the premium cost of single coverage for the district plan.

2. Dental Insurance

The District shall make available dental insurance for the benefit of its eligible employees that is substantially similar to the dental insurance made available the prior year. The District will pay 100% of the premium cost of single insurance, and the employee will be responsible for paying any additional premium cost for any level of coverage.

3. Dependent Coverage

Each employee eligible for single coverage may also purchase dependent coverage without evidence of insurability upon initial employment and when the group may reopen as defined by the then current carrier. If the spouse of an insured employee loses eligibility for other group insurance, such spouse may be provided dependent coverage without evidence of insurability provided application for such coverage is made within thirty (30) days of the loss of the other group insurance.

4. Health Insurance Purchase Option

Each employee eligible for health insurance shall be provided the health program paid for by the Board that meets the specifications listed above. In addition, each such employee shall be provided the following amount:

1. UE--\$150 towards family insurance or \$50/month.
2. AFSCME--\$150 towards family insurance or \$50/month.

The employee shall then choose to apply the first amount toward dependent insurance coverage less the District's share of IPERS or may elect to receive the second amount as cash less all applicable withholdings and the District's share of FICA and IPERS.

5. The Board shall provide a Wellness Program for voluntary participation of employees and their eligible dependents, (covered by the District's medical plan).
 - a. YMCA Membership – The District will pay 75% of the cost of the membership and the participating employee shall pay 25% of the cost of the YMCA membership.
 - b. YMCA Activity Fees – A participating employee and his/her family may participate in designated YMCA activities with the district paying 50% of the class fee and the employee paying 50% of the class fee.
 - c. Any individual (employee and/or eligible dependent) participating in the Wellness Program offering a YMCA Membership shall utilize the YMCA Membership a minimum of twenty-four (24) times per year.
 - d. If for any reason the facility and/or activities are not utilized this minimum number of times, it is understood the employee is on probation and the district will not be responsible for paying membership fees for the next year of enrolled membership. If the employee chooses to participate with a membership during the probation membership, then the number of required uses of twenty-four (24) must be met in order to be back to an eligible status. The employee must also show proof of the paid membership or sign up through the District during open enrollment paying the full price of the membership.
- B. Disability Insurance
Each employee employed on a regular basis for thirty (30) hours or more per week shall be eligible for a long-term disability insurance program paid for by the Board.
- C. Life Insurance
Each employee employed on a regular basis for thirty (30) hours or more per week shall be covered by a term life insurance program paid for by the Board.
- D. Workers Compensation Insurance
Each employee covered by this Employee Handbook shall be covered by workers compensation insurance paid for by the Board.
- E. Coverage Period
All insurance programs provided by the Board shall be provided on an annual basis defined as July 1 –June 30. Employees new to the District and otherwise eligible shall be provided single insurance coverage no later than one (1) month after initial employment. When necessary, premium payment in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

SECTION XV: STIPENDS

- A. UE Stipends
 - a. Teacher Associate/Paraprofessional Stipend – An employee who achieves state approved paraprofessional certification will receive an additional fifty cents (\$0.50) per hour added to their pay. A copy of this certification shall be provided to the Central Office Administration Office for the employee’s personnel file and payment shall be on the first regular paycheck check as reasonable possible as long as certification is maintained.
 - b. Medical Stipend – To the employee in the position of Medical Clerk will be paid an annual stipend of \$1,000
- B. AFSCME Stipends
 - a. Contract employees who sub bus drive shall be paid the sub bus driver rate, or their regular pay, whichever is higher.
 - b. Handicap Bus Driver annual stipend shall be \$1,000
 - c. Shift Differentials – In addition to the established wage rates, a stipend of \$1,000 per year payable with the employee’s contract payments, be paid to any employee assigned to work second or third shift
 - d. Lead Grounds will be paid an annual stipend of \$1,000 per year, payable with the employee’s contract payments
 - e. School Year Lead Custodian (2 positions – 1 at MS & 1 at HS) will be paid an annual stipend of \$1,000 per year, payable with the employee’s contract payments.
 - f. Summer Cleaning Crew (2 Crew leaders) – should either employee in these positions be replaced, the Crew leader position shall pay \$1,000 per year
 - g. Food Truck Driver (2 positions) will be paid an annual stipend of \$1,000 per year payable with the employee’s contract payments.
 - h. Any employee temporarily filling in a supervisory or “lead worker position” for more than one day, shall receive an additional thirty (\$0.30) per hour during the temporary period.
- C. ACTIVITY TICKETS

All employees that request an activity ticket shall receive one (1) adult ticket at no cost.

SECTION XVI: ACCESS TO BUILDING

The employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees and/or United Electrical, Radio, and Machine Workers of America whether local union representatives, district council representatives, or international representatives shall have full and free access to the premises of the employer at any time during working hours to conduct union business, if the appropriate administrator is notified and such visits do not interrupt any employees work schedules.

**APPENDIX A
GRIEVANCE REPORT**

(Date Filed)

KEOKUK COMMUNITY SCHOOL DISTRICT

BUILDING _____

(Name of Aggrieved Person)

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

C. Relief Sought _____

(Signature) _____ (Date)

E. Disposition by Principal or Immediate

Supervisor _____

(Signature) _____ (Date)

(If additional space is needed, attach additional sheet(s).)

LEVEL III

A. _____
(Signature of Aggrieved Person) (Date Received by the
District's Representative)

B. Disposition by the District's Representative

(Signature of the District's Representative) (Date)

LEVEL IV

A. _____
(Signature of Aggrieved Person) (Date Received by the
District's Representative)

B. Disposition by the District's Representative

(Signature of the District's Representative) (Date)

LEVEL V

A. _____
(Signature of Aggrieved Person) (Date Received by the
District's Representative)

B. Disposition by the District's Representative

(Signature of the District's Representative) (Date)

**APPENDIX A
NEW HIRE PAY RATES**

Base Pay Rates – 2023-2024

<u>Custodians</u>	<u>Maintenance</u>	<u>Bus Driver/Custodian</u>	<u>Kitchen</u>
\$12.00	\$17.00	\$16.00	\$11.00

Activity Runs are: \$15.00 per hour

Base Pay Rates – 2024-2025

<u>Custodians</u>	<u>Maintenance</u>	<u>Bus Driver/Custodian</u>	<u>Kitchen</u>
\$12.50	\$17.25	\$16.50	\$11.25

Activity Runs are: \$15.50 per hour

Base Pay Rates – 2025-2026

<u>Custodians</u>	<u>Maintenance</u>	<u>Bus Driver/Custodian</u>	<u>Kitchen</u>
\$13.00	\$17.50	\$17.00	\$11.50

Activity Runs are: \$16.00 per hour

APPENDIX C
UE SALARY SCHEDULE

2023-2024 UE SALARY SCHEDULE				
	Group B-12	Group B-10	Group C-10	Group D**
Hrs/Day	8	8	8	7
Step	Full Year Secretaries	Secretaries	Clerk/ Media Clerk	Teacher Associates
1	14.17	14.19	13.29	13.00
2	14.30	14.32	13.42	13.12
3	14.43	14.45	13.56	13.25
4	14.57	14.59	13.69	13.37
5	14.70	14.72	13.83	13.49
6	14.83	14.86	13.96	13.62
7	14.97	14.99	14.09	13.74
8	15.10	15.12	14.23	13.87
9	15.24	15.26	14.36	13.99
10	15.37	15.39	14.49	14.11
11	15.50	15.52	14.63	14.24
12	15.64	15.66	14.76	14.36
13	15.77	15.79	14.90	14.48
14	15.91	15.93	15.03	14.61
15	16.04	16.06	15.16	14.73
16	16.44	16.46	15.56	15.13
17	16.58	16.60	15.69	15.26
18	16.72	16.74	15.82	15.39
19	16.86	16.88	15.95	15.52
20	17.00	17.02	16.08	15.65