

Employee Handbook
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Updated: July 22, 2013

THE ROLE OF MANAGEMENT

POLICY: Certain rights and responsibilities are imposed by state and federal laws and regulations. Many of these rights and responsibilities have implications for policies and procedures governing employment. For this reason, the Employer reserves any and all management rights regarding employees' employment status.

General Guidelines: The role of management includes, but is not limited to, the right to:

- A. Manage and direct the employees;
- B. Hire, promote, schedule, transfer and assign employees;
- C. Lay-off and recall employees;
- D. Discharge employees or take disciplinary action;
- E. Schedule overtime as required;
- F. Develop job descriptions;
- G. Assign work duties;
- H. Introduce new or improved methods or facilities or change existing methods or facilities;
- I. Contract out for goods and services;
- J. Discontinue certain operations; and
- K. Direct all operations of the Stanley-Boyd Area Schools

HOURS OF WORK / WORK SCHEDULES / CALENDARS

RULE: To provide employees with regular work hours and work schedules while ensuring staffing coverage necessary for effective operations.

Calendar: A District calendar is attached as Appendix D.

Full-time:

Teacher: For purposes of determining work status, retirement, hourly wage, and any other issue directly tied to a specific number of hours worked, the work day for a full-time teacher shall be considered from 7:30 am to 4:00 pm. All teachers will have a scheduled 30 minute lunch. Flexing hours will remain an option with principal approval as long as teachers remain available for meetings and other professional responsibilities throughout the week. Every Wednesday will include collaboration (PLC) time before the school day. Generally this will be an approximate forty-five minute team time beginning at 7:30 and ending at 8:15am.

Custodial: The normal work week for full-time employees shall be 40 hours per week. All full-time employees shall have an unpaid designated lunch period. Work hours will be determined by the District Administrator or his/her designee.

Food Service, Aide, Secretary: The normal work week for full-time employees shall be at least 30 hours. All full-time employees shall have an unpaid designated lunch period. Work hours will be determined by the District Administrator or his/her designee.

Bus Driver: The normal work day for full-time employees shall be a regular morning and afternoon route each school day. Any reference to a "day" in this handbook equals two trips for drivers.

Part-time:

~~Teacher, Custodial, Food Service, Bus Driver, Aide, Secretary:~~ The normal work week for any part-time employee shall be designated by the District Administrator.

PAYROLL & DEDUCTIONS FROM PAYROLL

RULE: To provide a standardization of payroll and payroll procedures in accordance with applicable State and Federal guidelines.

Pay Periods: Paychecks will be provided via direct deposit for all employees according to the payroll schedule available within the employee portal on the SBSB website.

Data Changes: Please notify the finance manager if there are any changes to your name, home address, telephone number(s), marital status, name or number of dependents, number of tax exemptions, insurance classification, beneficiary changes, or individuals to be contacted in case of emergency. This information is necessary as it may affect your compensation, dependents' eligibility for medical insurance, and other important matters.

Deductions: It is the Employer's intent to comply with applicable wage and hour laws and regulations. If you have any questions or concerns about your status or you believe that any deduction has been made from your pay that is inconsistent with your status, you should immediately raise the matter with the finance manager who can assist you in understanding the information that is required in order to investigate the matter.

The Employer is committed to investigating and resolving all complaints as promptly, but also as accurately, as possible. Consistent with the U.S. Department of Labor's policy, any complaint will be resolved within a reasonable time given all the facts and circumstances. If an investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed and the Employer will take whatever action it deems necessary to ensure compliance in the future.

TOTAL BASE WAGES & OTHER FORMS OF COMPENSATION

POLICY:

Teacher: To review and provide total base wages in accordance with State law which authorizes collective bargaining for total base wages *only*; to allow for consideration of other forms of compensation *outside of collective bargaining*.

Procedure: Employers are prohibited from engaging in collective bargaining with general municipal employees on any form of compensation except for total base wages. Premium pay, merit pay, automatic pay progressions and any other form of supplemental compensation may be considered, but not bargained, by the employer.

Employers may bargain with units comprised exclusively of public safety employees on any term or condition of employment, including any form of compensation.

Custodial, Food Service, Aide, Secretary, Bus Driver: To review the wage and benefit package as necessary to remain competitive within the community workforce.

Procedure: The board will consider the wage and benefit package annually. Adjustments in salary will be considered to remain competitive and will take into account the value/expense of various benefit costs.

OVERTIME

RULE: To provide a consistent system for distributing overtime in compliance with the overtime-pay provisions of the Fair Labor Standards Act.

Exempt / Non-Exempt Employees:

Each position is designated as either “Non-exempt” or “Exempt” from the federal Fair Labor Standards Act and state wage and hour laws. Employees in “non-exempt” jobs are paid on an hourly basis and are entitled to overtime pay for hours worked in excess of 40 hours per week. Employees in “exempt” positions are paid on a salary basis and are excluded from specific provisions of federal and state wage and hour laws and are not eligible for overtime pay. Employees should contact the finance manager if they are unsure of their position’s designation.

Accrual: Only actual hours worked shall be counted for overtime purposes. Any type of paid leave shall not be counted as time worked for overtime purposes.

Approval: All overtime must be approved in advance by the District Administrator.

HOLIDAYS

RULE: To identify employee holidays and to establish a consistent procedure for scheduling and payment.

Teacher: Labor Day and Memorial Day shall be paid holidays and considered as two of the 189 total work days within the District calendar for teachers.

Custodial: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day, plus 2 floating holidays.

Cleaner: NA

Food Service, Aide, Secretary: New Year's Day, Memorial Day, Labor Day, Thanksgiving, Christmas Day.

Bus Driver: New Year's Day, Thanksgiving, Christmas Day.

Observance: When a holiday falls on a Saturday or Sunday, the holiday will be rescheduled on the Friday immediately preceding, the Monday immediately succeeding, or as determined by the District Administrator.

Eligibility: All full-time employees are eligible to receive compensation for holidays; temporary or limited-term employees are not eligible. In order to receive holiday pay, employees must work the day before and the day after each holiday to be eligible for holiday pay with the exception of normal days off or excused absences. No employee shall be compensated more than once for each holiday.

LEAVES - PERSONAL

POLICY: To provide employees with paid leave in order to conduct personal business that otherwise would not be able to be conducted.

Teacher: All full-time teachers and part time teachers working at least half time will be granted personal leave. Full-time employees will be granted two days of personal leave per year and eligible part-time employees will receive leave on a prorated basis. Teachers will receive an attendance incentive of \$200.00 for unused personal leave granted annually. That amount will be disbursed on payroll checks throughout the year. Each time personal leave is used, \$50.00 per each half day will be deducted from the corresponding payroll. No more than five total K-6 teachers or five 7-12 teachers may be on personal leave on any given day.

Custodial: NA

Food Service, Aide, Secretary: All full-time cooks and secretaries will be granted two days of personal leave per year. No more than one person may be absent on any given day for personal time with the exception of emergency day usage.

Bus Driver: All full-time drivers will be granted two days of personal leave per year. All requests for use of personal leave will require advance approval from the employee's supervisor. Personal leave will not be granted for vacations, or on days preceding or following extended breaks (No personal day on Thursday or Monday when there is no scheduled school on Friday for example.)

Accrual: Up to one day may be "banked" into the next year for a total of no more than three days in any one year.

Procedure: Personal time may only be used in half day increments and shall be deducted from accumulated sick time.

LEAVES – VACATION

Teacher, Food Service, Aide Secretary, Bus Driver: NA

Custodial: To provide year-round employees with paid vacation time while meeting the operational needs of Stanley-Boyd Area Schools.

Accrual: Vacation time shall be accrued in the following manner:
After one year employment: 2 weeks vacation
After five years employment: 3 weeks vacation
After ten years employment: 4 weeks vacation

Anniversary Date: Accrued vacation shall be added to each employee's account on the anniversary date of their employment.

Approval: Use of vacation time requires the prior approval of the employee's supervisor.

Rollover: Vacation time shall not be rolled over into a subsequent year without the prior approval of the employee's supervisor.

LEAVES – PTO

Teachers, Custodial, Food Service, Aide, Secretary, Bus Driver: NA

Cleaners: To provide school-year employees with paid time off while meeting the operational needs of Stanley-Boyd Area Schools.

Accrual: All school-year cleaners shall be awarded 5 days of PTO per year.

Anniversary Date: PTO shall be added to an employee's account at the beginning of each school year.

Approval: Use of PTO time requires the prior approval of the employee's supervisor.

Rollover: PTO time shall not be rolled over into a subsequent year without the prior approval of the employee's supervisor.

Comment [RM1]: PTO cannot be rolled over or banked. Exception this year because this was not defined.

LEAVES - SICK LEAVE

RULE: To provide employees with paid time to address their own personal health care needs or the health care needs of an immediate family member.

Definition: For purposes of this provision, “immediate family” means “a person who resides with and is dependent upon the employee for care and support.”

Teacher: Full-time employees shall accrue sick leave at the rate of 8 days per year; part-time employees half time or more shall accrue prorated sick leave.

Custodial: Full-time employees shall accrue sick leave at the rate of 12 days per year.

Food Service, Aide, Secretary: Full-time employees shall accrue sick leave at the rate of 8 days per year; part-time employees shall not accrue sick leave.

Bus Driver: Full-time employees shall accrue sick leave at the rate of 5 days per year; part-time employees shall not accrue sick leave.

Accrual: At the end of any contract year, any unused sick days accumulated over fifty (50) shall be banked until retirement but are not available for use. Upon retirement from the District all sick days will be paid out at the rate of \$20.00 per day into an HRA.

Anniversary Date: Accrued days shall be added to an employee’s account at the beginning of each school year.

FMLA: All state and federal FMLA laws will be followed by the District including all benefits as written in those laws.

Incremental Use: Sick leave may be used in increments of no less than 1 hour.

Notification: A request for sick leave must be submitted to the appropriate person as soon as reasonably practical.

Verification: The employer may require verification of illness.

Termination Payout: Unused sick time is forfeited upon termination of employment.

LEAVES - BEREAVEMENT

RULE: To allow paid leave for purposes of making funeral arrangements and/or attendance at a funeral.

Teacher, Custodial, Food Service, Aide, Secretary, Bus Driver: In the event of the death of a member of an employee's immediate family, full-time employees may use up to 3 consecutive days of paid leave from their sick leave if scheduled to work, to make necessary funeral arrangements and/or attend the funeral. Part-time employees shall receive prorated leave. For purposes of this provision, "immediate family" shall be defined as including the employees spouse, child, sibling, parent, grandparent, grandchild, and parent-in-law. In the event of the death of an extended family member, bereavement leave pay for one day **may be allowed at the discretion of the District Administrator.**

The District recognizes that "immediate family" may not recognize people whom we care deeply about and or that not every situation can be attended to in three days (out of state funerals for example). In these instances, the District Administrator may use discretion in allowing use of other forms of paid leave.

LEAVES - JURY DUTY

RULE: Employees who receive a summons to serve on jury duty will be granted jury duty leave.

Teacher, Custodial, Food Service, Aide, Secretary, Bus Driver: Employees must give reasonable advance notice of their intended absence for jury duty. If an employee is dismissed from jury duty on any given day prior to the end of his/her regularly scheduled working hours, he/she shall report to work for the balance of the working day.

Employees shall reimburse the District all monies paid to them by the court for time spent during the work day.

LEAVES - EMERGENCY CONDITIONS

RULE: To promptly notify employees of any emergency conditions that may require the closing of a work site, the reassignment of staff to alternative work sites or other emergency measures.

Inclement Weather:

Teacher: Weather conditions affecting only the ability to transport students safely will generally not be considered a reason for closing a facility. Under such circumstances, the District Administrator may authorize paid leave status for employees.

Custodial: Weather conditions affecting only the ability to transport students safely will generally not be considered a reason for closing a facility and the day will be considered a normal work day.

Food Service, Aide, Bus Driver: These personnel are employed to provide specific services directly related to students. On days when school is not in session and or when students are not in attendance, these personnel will not be paid. Employees will be allowed to use personal days on inclement weather days if they choose.

Secretary: Weather conditions affecting only the ability to transport students safely will generally not be considered a reason for closing a facility. Employees who do not report to work may choose to use personal leave to cover the absence or not be paid for the day.

Other Emergency Conditions:

Teacher, Custodial: In conjunction with local health and/or public safety authorities, the Stanley-Boyd Area Schools may decide to close a work site or take other emergency measures in order to safeguard the health and welfare of employees and the public and/or because a situation exists affecting the ability of employees to perform their job. Examples of emergency conditions might include power outages, a natural disaster, or a quarantine imposed by health officials. Under such circumstances, the District Administrator may authorize paid leave status for employees.

Food Service, Aide, Secretary, Bus Driver: In conjunction with local health and/or public safety authorities, the Stanley-Boyd Area Schools may decide to close a work site or take other emergency measures in order to safeguard the health and welfare of employees and the public and/or because a situation exists affecting the ability of employees to perform their job. Examples of emergency conditions might include power outages, a natural disaster, or a quarantine imposed by health officials. Under such circumstances, personnel may use personal days if they choose.

BENEFITS – HEALTH INSURANCE & COBRA

RULE: To provide health insurance to those employees who qualify for coverage.

Coverage: Levels of benefits provided and employee participation is determined by SBAS and applicable state and federal regulations.

Teacher: Full-time teachers may participate in the District's Single, Family or (effective January 1, 2014) Employee Plus Dependent Health insurance plan. Full-time employees also have the option of receiving a \$5,000 annual HRA rather than being covered by District health insurance. ~~Effective September 1, 2014,~~ All employees shall contribute 10% of their premium.

Custodial: Year-round employees may participate in District's Single, Family or (effective January 1, 2014) Employee Plus Dependent Health insurance plan. School-year Cleaners may participate in District's Single Health insurance plan. Year-round employees also have the option of receiving a \$3,000 annual HRA rather than being covered by District health insurance. ~~Effective September 1, 2014,~~ All employees shall contribute 10% of their premium.

Food Service: Full-time employees may receive up to \$845.00 per month toward health and or dental insurance premiums through December 31, 2013. Effective January 1, 2014 full-time employees may participate in District's Single or Employee Plus Dependent Health insurance plan. All employees shall contribute 10% of their premium.

Aides, Secretaries: ~~Effective September 1, 2014,~~ Full-time employees may participate in the District's Single or (effective January 1, 2014) Employee Plus Dependent Health insurance plan with the employee contributing 10% of the premium. Full-time employees may also participate in the District's Family Health insurance plan with the employee contributing 30% of the Family premium.

Bus Drivers: NA

Insurance Continuation: Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and subsequent amendments to the Act, employees covered under an employer's group health care plan are eligible for continuation of health care coverage under the group plan upon the employee's termination (except for gross misconduct) or reduction in hours. COBRA regulations also allow the employee's spouse and covered dependents to elect continuation coverage upon the employee's death, divorce or legal separation, an employee's entitlement to Medicare, a dependent's loss of dependent status under family coverage, or the employer's filing of a bankruptcy proceeding.

All employees, as well as their qualified dependents, will receive notice of mandated insurance continuation benefits at the time of hire or whenever the plan coverage for the employee begins. If a qualifying event occurs which entitles the employee and/or qualified dependents to continuation coverage, the plan administrator will notify the qualified beneficiaries of their right to elect continuation coverage. Unless otherwise agreed, continued participation is solely at the participant's expense.

For additional details regarding coverage and premium contributions, contact the District Finance Manager.

BENEFITS - OTHER INSURANCES

RULE: **To provide other insurance protection for our eligible employees.**

Worker's Compensation / Liability

- All employees are protected by the Worker's Compensation and Employee's Liabilities Insurance.
- All employees are covered by a 7 million liability plan.
- All accidents on school premises must be reported to the District office immediately.

Cafeteria Plan

- The District will provide an IRC Section 125 Limited Cafeteria Plan for the purpose of allowing all employees to tax shelter child care service, vision, and dental expenses.

Dental Insurance

- Teacher - The District will contribute 90% of the District's Dental Insurance Plan for full-time employees.
- Custodial – The District will contribute 90% of the District's Dental Insurance Plan for year-round employees.
- Food Service, Aide, Secretary- The District will contribute 90% of the District's Dental Insurance Plan for those full-time employees that do not access the District's Health Insurance Plan.
- Bus Drivers – NA

Long-Term Disability

- Teacher - The District will provide a long-term disability plan for all full-time employees without cost to the employee.
- Custodial – NA
- Food Service – NA
- Aide – NA
- Secretary – NA
- Bus Driver – NA

Life Insurance

- Teacher - The District will provide a \$10,000 life insurance plan for each full time teacher without cost to the teacher.
- Custodial – NA
- Food Service – NA
- Aide – NA
- Secretary – NA
- Bus Driver – NA

BENEFITS - RETIREMENT

RULE: To provide retirement contributions to eligible employees in accordance with State law and to provide for an early retirement option that is within the District's ability to pay.

Employee Contribution: Once eligible for coverage under WRS, coverage is mandatory and an employee may not "opt out" of WRS. Employers and employees are required to pay "one-half of the actuarially required contributions." Employee contributions are pre-tax and will be deducted during payroll.

Early Retirement:

- Teacher - The District will make a \$1,500 **annual** HRA contribution to a retirement account for teachers hired after July 1, 2005. Teachers must be at least 55 years of age but not Medicare eligible and employed for at least 15 years by the District. Teachers shall become vested upon retirement.
- The District will provide three retirement options for ~~retirement to~~ teachers hired before July 1, 2005 and retired after July 1, 2012:
 - Option A
 - 3 years of family plan health insurance with the District paying up to \$1,000.00 toward the monthly premium and the same HSA/HRA as the District pays current employees.
 - Option B
 - 7 years of single plan health insurance with the District paying up to \$441.67 toward the monthly premium and the same HSA/HRA as the District pays current employees.
 - Option C
 - A contribution of \$3,500.00 per year up to 7 years at or after retirement until age 65 to be vested immediately.
- Teachers hired before July 1, 2005 must provide notice of retirement prior to April 15 to be eligible for early retirement options.
- Teachers who provide a notice of intent to retire before December 1 or January 15 shall receive a \$750.00 or \$500.00 incentive respectively.

Custodial – The District will provide year-round custodians **hired before July 1, 2005** with 3 years of health insurance with the District paying up to \$1,000.00 toward the monthly premium and the same HSA/HRA as the District pays current employees. Custodians must be at least 55 years of age but not Medicare eligible and have been employed for at least 20 years.

Food Service – NA

Aides – NA

Secretaries - NA

Bus Drivers – NA

ELECTRONIC MEDIA & SOCIAL MEDIA POLICY

RULE: It is the policy of the employer that information, in all its forms, written, spoken, recorded electronically, or printed, will be protected from accidental or intentional unauthorized modification, destruction, or disclosure. All electronic media must be protected from misuse, unauthorized manipulation, and destruction. It is further the policy of the employer that employees may not use social media technology to engage in or post communications or material that would violate any Handbook policy, including, but not limited to, using technology to post communications or materials that are derogatory or offensive with respect to race, religion, gender, sexual orientation, national origin, disability, age, or any other legally protected class status.

Teacher, Custodial, Food Service, Aide, Secretary, Bus Driver:

General Guidelines - Electronic Media:

1. All employer-provided electronic media systems are the employer's property. Additionally, all messages and files composed, sent or received on these systems are and remain the property of the employer. They are not the private property of any employee.
2. The use of our electronic media systems is reserved solely for the conduct of business, during work hours. However, if employees wish to use these systems during breaks, lunch periods, or before and after regular working hours, they may do so but employees are specifically prohibited from using these services for any illegal, illicit, immoral or offensive purposes.
3. The electronic media systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations or other non-job-related solicitations.
4. The electronic media systems are not to be used to create any offensive or disruptive messages or documents.
5. The electronic media systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information or similar materials without prior authorization.
6. The employer reserves and intends to exercise the right to review, audit, intercept, access and disclose all internet activity and any messages or documents created, received or sent over the employer's electronic media systems for any purpose.
7. The confidentiality of any message cannot be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. All passwords must be disclosed to management or they are invalid and cannot be used.
8. Employees may not modify, delete, or destroy any Employer document created by any electronic media unless specifically authorized to do so.
9. Employees are not to access social media sites (ie Facebook, Twitter) during work hours and or using employer owned technology without prior principal approval.

Duty to Report: All employees have a duty to report any discovered or suspected unauthorized or improper usage of electronic media or social media with impact on the workplace.

Policy Violations: Employees who violate this policy may be subject to discipline, up to and including immediate termination of employment.

POLITICAL/UNION ACTIVITIES

RULE: Employees are free to engage in political/union activity outside of work hours and to the extent that it does not adversely affect the performance of job duties, working relationships or District operations. When engaging in political/union activity or engaging in discussion of issues of public importance, employees are expected to ensure that their actions and positions are not attributed to the Employer. Employer resources may not be used for promoting a particular candidate or political party or for advocating a particular position on an issue that has become identified as the viewpoint of a particular candidate or party.

Teacher, Custodial, Food Service, Aide, Secretary, Bus Driver:

Definition of “Employer Resources”: Employees may not use employer resources for political activities. Employer resources include office supplies, electronic equipment including e-mail, facsimile and photocopying machines, bulletin boards and other public spaces.

Definition of “Political/Union” Activities: Political/union activities must be conducted independent of your role as an employee. The following guidelines are not exhaustive, but are intended to help in differentiating between those activities that may be viewed as harmful to workplace functioning and those activities that generally fall outside the activities subject to employer restrictions and intervention. Employees are expected to avoid the following activities:

- Using working hours or employer resources to solicit money or signatures or to make political/union contributions;
- Using non-work hours to solicit contributions, signatures or services from other employees who are on work time;
- Posting political/union materials in areas open to the public;
- Using the employer’s mailing address as the return address for political/union solicitations;
- Providing employer mailing lists to any individual or organization for political/union solicitations if this information is not generally available to the public. (Note: the use and distribution of employer mailing lists to outside parties always requires prior authorization including an assessment of whether fees should be charged to cover production costs);
- Providing a forum for an individual candidate to promote his or her campaign without giving an equal opportunity to other candidates, for the same office, to participate in the forum;
- Political/union advocacy in the form of clothing items, armbands and buttons that cause a disruption in operations and/or violate the rights of others including the right to be free from discrimination, harassment and intimidation in the workplace.
- These guidelines are not intended to discourage discussion of controversial issues in the classroom, where such discussions are consistent with District curriculum guidelines and teaching methods.
- This policy is not intended to limit the off-duty activities of employees where District buildings and property are made available to community groups for meetings and gatherings.

SOLICITATION (Non-Political)

RULE: In order to help maintain a work environment that protects employees from undue interference while performing their jobs, employees may not orally solicit or distribute written materials for any organization, fund, activity or cause to other employees in work areas while either employee is on working time.

Teacher, Custodial, Food Service, Aide, Secretary, Bus Driver:

Employee's On-duty: Employees may solicit other employees or distribute written materials before or after the normal work day, during normal break or lunch times or any other time when they are not working. These solicitations and literature distribution efforts are not permitted in working areas.

Employee's Off-duty: Off-duty employees may not solicit or distribute literature on SBAS premises at any time.

Non-employees: May not solicit or distribute written materials on behalf of any organization, fund, activity or cause. Solicitations for charitable organizations are exempt as long as the organization is sponsored by an employee and prior permission has been secured from management. The same restrictions regarding working time and working areas apply to non-employees.

Exceptions: Building principals may allow various events, activities, or causes to be allowable. For example, nothing in this handbook shall prohibit a charitable cause such as Relay for Life to be conducted on premise with advanced approval from the building principal.

DISCIPLINE

RULE: Disciplinary action against employees may be taken for violations of standards of conduct, violations of policies and procedures, or for unsatisfactory work performance. Disciplinary action will only be taken after a full investigation and after giving the employee an opportunity to respond to any and all allegations.

Teacher, Custodial, Food Service, Aide, Secretary, Bus Driver:

Employees are expected to work in a competent and conscientious manner which reflects favorably upon the employee and Stanley-Boyd Area Schools. The following is a list of examples of behavior which would normally justify disciplinary action.

- Fraud in securing employment
- Incompetency
- Inefficiency
- Unauthorized absences
- Repeated absence or tardiness or improper use of leave
- Neglect of duty
- Insubordination or willful misconduct
- Dishonesty
- Assuming duties while under the influence of controlled substances or intoxicants; or possession or use of intoxicants or controlled substances during working hours
- Conviction of a felony or misdemeanor, the circumstances of which are substantially related to the duties performed
- Negligence or willful damage to property
- Discourteous treatment of the public or fellow employees
- Failure to obtain and maintain a current license or certification as required by law or employer
- Workplace violence
- Sexual or other unlawful harassment
- Violation of any lawful order, directive, policy, or work rule

The offenses listed above are not intended to be all-inclusive, and discipline or discharge may occur for any other reason depending upon the seriousness of the offense and the particular circumstances involved.

Documentation: All discipline shall be documented with a copy provided to the employee and a copy placed in the employee's personnel file.

Privacy/Confidentiality: All employees are entitled to discipline which is private and confidential. To that end, supervisors and employees will be held to that expectation. Please note that the District is a public employer whose written materials can in many instances be obtained through document requests by the public. The District will notify employees of such requests prior to providing discipline information to the public. The employee receiving discipline as well as any other employee with knowledge of the incident or discipline will be held to this same expectation of confidentiality.

Level of Discipline: The level of discipline imposed will take into consideration the seriousness of the infraction as well as the employee's performance record. When appropriate, discipline should be corrective in nature. At the employer's sole discretion, various types of corrective action may be imposed which include, but are not limited to, the following: Verbal Warning, **Letter of Concern**, **Letter of Expectation**, and/or **Letter of Discipline**. None of these corrective measures are required to be used before discharge from employment occurs nor are the listed disciplinary actions required to be used in any specific order. The Employer may repeat corrective actions.

Letter of Concern: The first step beyond a verbal discussion will generally be a Letter of Concern. The employee's supervisor shall provide the employee with a letter documenting the specific District concern(s). This documents that all parties were aware of the District's expectation and the employee's failure to meet that expectation. The letter will include a timeline for its removal from the personnel file depending upon severity at the discretion of the administrator. (Although this step may ultimately lead to disciplinary action if the subject matter of the letter of concern is not corrected, the letter of concern in itself is not considered disciplinary in nature and is thereby not subject to the grievance process.)

Letter of Expectation: The Letter of Expectation provides the employee with a letter documenting the specific district concern and also includes a statement as to the discipline which will be taken if the concern, issue, or behavior continues. (Although this step may ultimately lead to disciplinary action if the subject matter of the letter of concern is not corrected, the letter of concern in itself is not considered disciplinary in nature and is thereby not subject to the grievance process.)

Letter of Discipline: The Letter of Discipline outlines the District concern as well as the discipline that is being provided in an attempt to correct the concern, issue, or behavior. A specific statement of what future discipline will be provided will also be included.

Handling of Public Concerns: The District is committed to providing employees with protection from public concerns impacting their standing without warrant. In order to provide that protection to our employees, District supervisors shall abide by the following expectations:

- Individual parent, community member, or school board comments, complaints, issues, or concerns will be dealt with at the Verbal Warning or "**Letter of Concern**" level unless the concern includes issues relating to the physical or mental harm of a child.
- Continuing issues from more than one community member may require corrective action beyond the Letter of Concern level. These concerns must be documented in writing.
- Discipline resulting from community concerns, unless related to the physical or mental harm of a child, will be limited to the position in which the employee received the complaint. (A community concern regarding an employee as a coach/volunteer, for example, may require discipline of the employee as a coach but that discipline would not impact that employee's teaching position.)

GRIEVANCE PROCEDURE

POLICY: To provide a timely and orderly review of decisions concerning:
a) employee terminations; b) employee discipline; and c) workplace safety.

Teacher, Custodial, Food Service, Aide, Secretary, Bus Driver:

- I. Purpose and Applicability:** This procedure provides an employee with the individual opportunity to address concerns regarding discipline, termination, or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer, and to appeal to the Board of Education, where appropriate. The District expects employees and management to exercise reasonable efforts to resolve any questions, problems, or misunderstandings prior to utilizing the grievance procedure.

If an employee is subject to a contractual grievance procedure, the contractual grievance procedure must be followed as applicable. This procedure does not replace or supersede any statutory provision which may be applicable to an employee's employment with the District. Any grievance, or part of a grievance, that is subject to the jurisdiction of a different governmental body or Wisconsin statute, or subject to a different dispute resolution process, is excluded from this grievance procedure. This grievance procedure does not create a legally binding contract or a contract of employment.

II. Definitions

A. Definition of "Employee":

1. For purposes of discipline and termination under this grievance procedure, an employee shall be defined to include regular full-time, part-time, and limited term employees. All other individuals employed by the District, such as casual employees, temporary employees, and short-term substitutes as well as independent contractors, are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.
2. For purposes of workplace safety under this grievance procedure, an employee shall be defined to include regular full-time, part-time, limited term, casual, and temporary employees. All other individuals employed by the District are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.

B. Definition of "Discipline": For purposes of this procedure, "discipline" means an employment action that results in a disciplinary suspension or disciplinary demotion. "Discipline" for purposes of access to this grievance procedure does not include any written or verbal notices, warnings, reprimands, or reminders; verbal disciplines will be documented, but is not subject to the grievance procedure. The purpose of written and verbal notices, warnings, reprimands, or reminders is to alert the employee that failure to correct the behavior may result in disciplinary suspension, without pay, disciplinary termination, or disciplinary demotion.

C. Definition of "Termination": For purposes of this procedure, "termination" means a separation from employment by the employer for disciplinary or quality of performance

reasons. "Termination" does not include layoff, reduction in workday, furlough, reduction in workforce, job transfer or reassignment, or the end or completion of temporary employment, which are not subject to the grievance procedure.

- D. Definition of "Workplace Safety":** For purposes of this procedure, "workplace safety" includes any conditions of employment related to the physical health and safety of employees, including the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of personal protective equipment, and accident risks. "Workplace Safety" does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, assignments and work schedules.

III. General Provisions

- A. Role and Appointment of "Impartial Hearing Officer":** For purposes of this procedure, the role of the "Impartial Hearing Officer" will be to define the issues, identifying areas of agreement between the parties and identifying the issues in dispute, and to hear the parties' respective arguments. The Impartial Hearing Officer shall be appointed by District Administrator based upon the nature of the matter in dispute.
- B. Time Limits:** Failure to submit or process a grievance by the employee within the time limits specified below, or agreed upon extensions, shall constitute waiver of the grievance and it will be considered resolved on the basis of the District's last answer. Failure of a District representative to meet the time limits specified below shall cause the grievance to move automatically to the next step in the procedure within seven (7) days of such failure. A grievance or decision or appeal is considered timely if received by the employer during normal business hours or if postmarked by 12:00 midnight on the due date. The time limits contained in this procedure are to be strictly observed and can only be extended upon the express written consent of the parties.
- C. Days:** The term "days" as used in this provision means calendar days, excluding holidays as defined in the Handbook. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday, or holiday as defined in the Handbook, the time limit is the next day which is not a Saturday, Sunday, or holiday.
- D. Scheduling:** Grievance meetings and hearings will typically be held during the employee's off-duty hours. Time spent in grievance meetings and hearings shall not be considered as compensable work time.
- E. Representation:** The employee shall have the right to representation during the grievance procedure at the employee's expense.

IV. Procedure for Grievances Concerning Employee Terminations and Employee Discipline:

The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

- Step 1:** An earnest effort shall be made to settle the matter informally between the aggrieved employee and the employee's immediate supervisor. If the grievance is not resolved informally, then it shall be reduced to writing by the employee who shall submit it to the employee's immediate supervisor within fourteen (14) days after the facts upon which the grievance is based first became known, or should have become known, to the employee.

The written grievance shall give a detailed statement concerning the subject of the grievance, the facts upon which the grievance is based, and indicate the specific relief being sought.

The supervisor will reply in writing to the employee within fourteen (14) days after receipt of the written grievance.

Step 2: If the grievance is not settled in Step 1, and the employee wishes to appeal the decision of the supervisor, the employee shall submit the written grievance to the District Administrator or designee within seven (7) days after receipt of the supervisor's written answer to request a hearing before an Impartial Hearing Officer. The Impartial Hearing Officer will be appointed by the District Administrator or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating the reasons for one of four decisions: 1) Sustaining the discipline/termination, 2) Modifying the discipline/termination, 3) Denying the discipline/termination, or 4) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

Step 3: The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

Level of Review: The role of the Board of Education, in reviewing the decision of the Impartial Hearing Officer, is to solely address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of law which makes his/her award invalid?
4. Did the Impartial Hearing Officer make an error of fact which makes his/her award invalid?

After answering the above questions, the Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The

Board will issue its written decision within sixty (60) days from receipt of the appeal.

V. Procedure for Grievances Concerning Employee Workplace Safety:

The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

Step 1: Any employee who personally identifies, or is given information about, a workplace safety issue or incident must notify his/her immediate supervisor of the issue or incident as soon as reasonably practicable. All workplace safety issues and incidents, no matter how insignificant the situation may appear to be, must be reported by an employee to their immediate supervisor within 24 hours after the incident or issue was raised in order to be addressed as part of the grievance procedure.

A written report of the incident or issue, outlining the events that transpired and proposed resolution, if any, shall be submitted to the Building Principal for review and consideration within seven (7) days of the incident or issue.

Step 2: After receipt of the written report, the Building Principal or designee will conduct additional investigation, as required, and normally issue a final report on its findings and conclusions within thirty (30) days of receipt of the written report. Copies of the report will be given to the persons who signed the written report as well as to the District Administrator or designee.

Step 3: The employee may appeal the findings and conclusions of the Building Principal and request the appointment of an Impartial Hearing Officer within seven (7) days after receipt of the Building Principal's report. The Impartial Hearing Officer will be appointed by the District Administrator or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating one of three outcomes: 1) Sustaining the conclusions of the Building Principal, 2) Denying the conclusions of the Building Principal and ordering additional or alternative remedial measures, or 3) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

Step 4:

The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

Level of Review: The role of the Board of Education, in reviewing the decision of the Impartial Hearing Officer, is to address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of law which makes his/her award invalid?
4. Did the Impartial Hearing Officer make an error of fact which makes his/her award invalid?

After answering the above questions, the Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal.

JOB TRANSFERS & PROMOTIONS

Teacher, Custodial, Food Service, Aide, Secretary, Bus Driver:

RULE: To permit temporary and permanent job transfers and promotions based on operational needs and based on the employee's relative ability, experience and other qualifications as determined by the Employer. Such transfers and promotions shall not be made arbitrarily or capriciously.

JOB VACANCIES & POSTING

Teacher, Custodial, Food Service, Aide, Secretary, Bus Driver:

RULE: To provide notification of job openings and opportunities for employees to apply for open positions.

Procedure: When the District Administrator determines that a vacancy or new position shall be filled, he/she shall post a notice of such vacancy or new position for a minimum of 10 working days. The posting shall include the date the position is to be filled, title of position, requirements, rate of pay, and benefits. SBAS retains the right to determine whether and when to recruit outside applicants.

Interview: All employees who meet the minimum qualifications for the position and **who submit a written letter of interest in** said posting will be given the opportunity to interview for the opening. All employees who interview for a position will be notified of selection outcome.

LAYOFF & RECALL

Teacher, Custodial, Food Service, Aide, Secretary, Bus Driver:

RULE: The Employer retains the right to lay off employees, in whole or in part, and to retain those employees who are best able to perform the available work, regardless of their previous length of employment.

Procedure: The needs of SBAS shall be the prime consideration used in determining which employees shall be laid off. The rehiring of employees that have been laid off shall be determined by the Employer based on its need for the most qualified person to perform the available work.

PERFORMANCE REVIEWS

RULE: To provide for periodic review of work performance.

Procedure: Employee work performance will normally be reviewed on an annual basis. If an employee believes that a performance review is needed and/or past due, the employee should discuss the matter with their building principal or supervisor.

Performance Review Form:

Teachers

All teachers shall receive an annual performance review using the **Charlotte Danielson model**.

- All teachers shall receive a performance level indication for each of the components of successful teaching included in the evaluation as selected by the building principals.
- Performance levels shall include Unsatisfactory, Basic, Proficient, or Distinguished.
- If an “Unsatisfactory” rating has been documented, the supervisor must attach an improvement plan to the performance review.
 - The Improvement Plan must document the District concerns as well as what the teacher has to do to improve.
 - If a teacher who receives an “Unsatisfactory” rating in that component area in two consecutive years, the teacher will be referred to the school board for non-renewal.
- Performance levels shall have the following numerical scores:

| | |
|----------------|---|
| Unsatisfactory | 0 |
| Basic | 1 |
| Proficient | 2 |
| Distinguished | 3 |
- An Improvement Plan shall be written for any teacher receiving a total observation score of less than 1.50. A teacher who receives a total observation score of less than 1.50 in a second consecutive year shall be referred to the school board for non-renewal.
- All current state statute will be followed regarding evaluation, discipline, and termination.

Custodial, Food Service, Aide, Secretary, Bus Driver:

Performance Review Form: All employees shall receive an annual performance review using the review form in **Appendix A**. The District expectation is that all employees receive “acceptable” ratings on all six areas of the performance review.

- If an “unacceptable” rating has been documented, the supervisor must attach an improvement plan to the performance review.
- The employee must receive all “Acceptable” ratings in a follow-up review to continue employment with the District.
- No employee may receive more than one “Unacceptable” rating within a two year period and remain employed with the District.

PERSONNEL FILES

Teacher, Custodial, Food Service, Aide, Secretary, Bus Driver:

RULE: Reasonable access to personnel records will be authorized in accordance with public records laws and regulations. All personal medical information will be secured in an area separate from the personnel record, with strictly controlled and limited access in order to protect confidentiality.

Procedure: Employees, and other authorized viewers of records shall have the authority to review and copy, but not remove or alter, personnel records. If an employee disagrees with any information in his/her personnel file, the employee may submit a written statement explaining his/her position which shall be included in the file. The District Administrator shall make available all records requested within seven working days of the request and may be present during all records viewing.

DISCRIMINATION, HARASSMENT & RETALIATION-FREE WORK PLACE

Teacher, Custodial, Food Service, Aide, Secretary, Bus Driver:

RULE: It is the policy of SBAS to maintain a safe workplace environment that is free from discrimination, harassment and retaliation. Every employee has a personal responsibility to help maintain a safe and healthful workplace environment. Under federal and state fair employment laws, members of protected classes are shielded from unlawful discrimination in employment. Workplace harassment and discrimination whether engaged in by employees, supervisors or members of the public, will not be tolerated and will subject offenders to disciplinary action or discharge from employment. Retaliatory acts taken against employees for reporting workplace safety issues, harassment or discrimination will also not be tolerated and will subject the offender to disciplinary action or discharge from employment.

Responsibility to Report: It is the responsibility of each and every employee to immediately report to management any and all health and safety issues, discriminatory, harassing or retaliatory conduct which may relate to the work environment whether it occurs on or off the job. Such conduct includes conduct by employees toward other employees, by employees toward students and or parents, and by members of the public toward employees which relates to their work.

Definition of Protected Class: State and Federal law prohibits discrimination and harassment based on any protected class including, but not limited to, age, race, color, creed, disability, religion, sex, national origin, ancestry, arrest record, conviction record, marital status, sexual orientation, genetic testing, membership in the national guard, state defense force or any other reserve component of the military forces, for use or non-use of lawful products off the employer's premises during non-working hours.

Definition of Harassment and Acts of Discrimination: Harassment and acts of discrimination to be reported by employees can include:

- A. Unsolicited and repeated derogatory epithets, derogatory statements or gestures made to a person because of his/her protected status.
- B. Any attempt to penalize or punish a person because of his/her protected status.
- C. Creating an offensive and hostile working environment for a person because of his/her protected status, including sexual harassment.

Reports and allegations of workplace harassment and/or discrimination will be subject to investigation by management as soon as reasonably possible. If an employee is found to be responsible for harassment or other discriminatory conduct, then appropriate disciplinary action may be taken, up to and including a termination from employment. However, such action cannot be taken if management is not first made aware of the complaint.

An employee who has a harassment, discrimination or retaliation complaint should immediately report it to the District Administrator. The report may be made verbally or in writing. The allegations should provide sufficient information and detail so that the complaint can be thoroughly investigated. If the

District Administrator is the object of the complaint, then the employee should report directly to the School Board President.

Upon receiving an employee report of harassment, discrimination or retaliation, the District Administrator will take appropriate steps to investigate the complainant's allegations. Such reports shall be kept confidential to the maximum extent possible. An investigation may include interviewing other employees, speaking with the complainant, interviewing members of the public and reviewing documents such as e-mails, letters or memos. Based upon the investigation's outcome, management will take appropriate action to resolve the complaint. A resolution may or may not result in disciplinary action being taken by the employer.

Definition of Workplace Safety: Unsafe practices or conditions, affecting persons, property or equipment, must be reported immediately to the Maintenance Supervisor. Should a hazardous situation exist, safety concerns always take precedence over continuing operations. Any employee who identifies new ways to increase workplace safety, should make these recommendations known to the Maintenance Supervisor.

DRUG & ALCOHOL PROHIBITIONS

Teacher, Custodial, Food Service, Aide, Secretary, Bus Driver:

POLICY: No employee shall report to work or be under the influence of alcohol or illegal drugs during working hours. This policy includes any paid or unpaid lunch periods as well as training sessions and the working hours of conferences. The sale, possession, transfer or purchase of illegal drugs while in the course and scope of employment is also prohibited.

Drug & Alcohol Testing: The Employer may conduct drug & alcohol testing based on reasonable suspicion that the employee under the influence of alcohol or illegal drugs and may conduct testing for employees in testing-designated positions (such as CDL). Any such testing will be done in accordance with established procedures.

DISTRICT DRESS CODE

Teacher: All teachers will maintain at a minimum a “business casual” dress in order to work comfortably while projecting a professional image for our students, parents, and community members.

Procedure:

1. “Business casual” is a generally accepted dress code for the professional workplace.
2. No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing.
3. Inappropriate clothing items will include jeans, shorts, t-shirts, and “flip flop” sandals.

Custodial: Employees are required to wear a District provided shirt each day and maintain an appearance acceptable as a school employee.

Procedure:

1. All employees are required to maintain District provided shirts and report damage to clothing to the maintenance supervisor.
2. All employees are required to wear the District provided shirt each work day unless otherwise indicated by the maintenance supervisor.

Food Service, Aide, Secretary, Bus Driver: NA

Appendix A

Stanley-Boyd Area Schools

EMPLOYEE PERFORMANCE REVIEW

EMPLOYEE INFORMATION

Name Of Employee Being Reviewed: _____ Reviewer's Name: _____
Date: _____ Review Period: _____ to _____

REVIEW GUIDELINES

An Improvement Plan must be attached to this form for any item found to be "Unacceptable".

EVALUATION

| | Acceptable | Unacceptable |
|-----------------------------------------------------------------------------|--------------------------|--------------------------|
| <u>Knowledge of Job</u> | | |
| Understands fundamentals and job procedures | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Quality of Work</u> | | |
| Displays accuracy, uniformity, and thoroughness of work | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Productivity</u> | | |
| Completes required work assignments effectively | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Dependability</u> | | |
| Exhibits sound judgment and follows through on assigned tasks | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Human Relations</u> | | |
| Interacts with people well and promotes a positive working environment | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Initiative</u> | | |
| Proposes, develops, or completes tasks in the best interest of the District | <input type="checkbox"/> | <input type="checkbox"/> |

SIGNATURES

Signatures are **required** but do **not** indicate agreement with this evaluation.
It only indicates the employee is aware of the contents of this evaluation.

Employee Signature

Date

Supervisor Signature

Date

Appendix B:

**DISCIPLINE or TERMINATION
GRIEVANCE FORM**

USE: This form is to be used for discipline/termination grievances only. There is a separate form for workplace safety grievances.

TIME LIMIT: This form must be completed and submitted to the employee's immediate supervisor within **14 days** after the facts upon which the grievance is based first became known or should have been known to the employee. If this timeline is not met, the grievance will be deemed as waived.

| | |
|--------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| NAME OF GRIEVANT: | POSITION: |
| | |
| HOME MAILING ADDRESS: | |
| | |
| WORK PHONE: | ADDITIONAL PHONE: |
| | |
| <u>DATE SUBMITTED:</u> _____ | _____ |
| <i>(Insert Date)</i> | <i>(Insert Name of Supervisor)</i> |
| <u>DESCRIPTION OF DISCIPLINE/TERMINATION BEING GRIEVED (Please include date of discipline/termination):</u> | |
| | |

BASIS FOR GRIEVANCE: (please state all reasons why you believe the discipline decision was wrong and provide any information that supports your allegation(s)).

WITNESSES: (Provide names and contact information for any witness that may have helpful information about the discipline/termination. Identify the specific information known by each witness).

DOCUMENTS (Attach and/or identify any documents that provide relevant information in terms of understanding the grievance.)

REMEDY BEING SOUGHT:

CERTIFICATION OF COMPLAINT AND SIGNATURE:

I certify the above grievance and the information contained therein is true and correct based on my personal knowledge and belief.

Signature of Grievant & Date

Appendix C:

**WORKPLACE SAFETY
GRIEVANCE FORM**

USE: This form is to be used for workplace safety grievances only. There is a separate form for discipline/termination grievances.

TIME LIMIT: This form must be completed and submitted to the employee's immediate supervisor within **10 days** after the grievant's supervisor was first notified of the workplace safety issue. If this timeline is not met, the grievance will be deemed waived and will not be subject to resolution through this procedure.

| | |
|--------------------------------------------------------------------|-------------------------------------|
| NAME OF GRIEVANT: | POSITION: |
| | |
| HOME MAILING ADDRESS: | |
| | |
| WORK PHONE: | ADDITIONAL PHONE: |
| | |
| DATE SUBMITTED: | |
| _____ | _____ |
| <i>(Insert Date)</i> | <i>(Insert Name of Supervisor)</i> |
| <u>DESCRIPTION OF WORKPLACE SAFETY ISSUE BEING GRIEVED:</u> | |
| | |

BASIS FOR GRIEVANCE: (please state all reasons why you believe the workplace safety issue exists or incident occurred and provide any information that supports your allegation(s). Attach additional pages as necessary).

WITNESSES: (Provide names and contact information for any witness that may have helpful information about the workplace safety issue/incident. Identify the specific information known by each witness).

DOCUMENTS (Attach and/or identify any documents that provide relevant information in terms of understanding the grievance.)

REMEDY BEING SOUGHT:

CERTIFICATION OF COMPLAINT AND SIGNATURE:

I certify the above grievance and the information contained therein is true and correct based on my personal knowledge and belief.

Signature of Grievant & Date