

Proposed Employee Handbook Modifications for July 1, 2020

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Part I – Provisions Applicable to All Staff

Section 3 – General Employment Practices and Expectations

2. 3.26 Personnel Files

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his/her personnel file while in the presence of an administrator or his/her designee. **If the employee’s personnel file is stored in a hard copy format,** the employee shall be entitled to have a representative accompany him/her during such review. This examination must be accomplished in the presence of the person officially charged by the Superintendent with custody of those files. The removal of this file from the safekeeping place will be done by the official file custodian. The employee’s personnel file or any part thereto may not be removed from the visual presence of the official custodian. **If the employee’s personnel file is stored electronically, upon request, copies will be provided to the employee.** An employee shall have the right, upon request, to receive copies of any documents contained in the personnel file except those delineated in § 103.13(6), Wisconsin Statutes. Employees will be provided with a copy of any document before the document is placed in the employee’s personnel file.

After reviewing his or her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his/her file. If the District denies the request, the employee has the right to file a written rebuttal statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed record to a third party, the District must also release the attached employee rebuttal statement to the third party. § 103.13(4) Wis. Stats.

Section 5 – Grievance Procedure

3. 5.03 Procedures

C. Third Step: Upon the written request of the grievant in response to an adverse decision, the decision at the second step may be appealed within ten (10) days to the Superintendent by a written statement particularly describing the reason for appeal. If the decision at the second step is based in whole or in part on the basis of timeliness, scope of the grievance process, or other failure of the grievant to properly follow the process, the matter shall be referred to the Board of Education who shall determine whether the matter should be processed further. If the second step decision is on the merits of the grievance, the grievance shall be referred to an Impartial Hearing Officer (IHO). The IHO shall be determined by **the District with input from the grievant.** ~~the Superintendent and the~~

~~grievant/grievant's representative. That determination may include use of Wisconsin Employment Relations Commission personnel or other agreed upon individuals.~~ Any costs incurred by the IHO shall be paid by the School District, **except for a \$75 filing fee.** The IHO shall convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The burden of proof shall be "a preponderance of the evidence." In termination and discipline cases, the School District shall have the burden. In workplace safety and working conditions cases, the grievant shall have the burden. The IHO may request oral or written arguments and replies. The IHO shall provide the parties with a timeline for the decision at the time of the hearing and a written decision within that timeline.

The IHO may only consider the matter presented in the initial grievance filed by the employee. The IHO shall have no power to add, subtract from, or modify the terms of the Board policy or rule that forms the basis for the grievance. At the conclusion of the hearing, the IHO 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 the final determination.

This step of the process is available only if the alleged violation of the Employee Handbook involves discipline, termination, or workplace safety. Grievances involving working conditions may be appealed directly to the Board under Step Four and the Board shall review the decision that the Executive Director of Human Resources issued in Step Two.

Section 6 – Pay Periods

4. 6.06 Pay Option

School year **salaried** employees are offered the option to have their pay prorated over 12 months (Deferred Pay Option) or paid over the school year (School Year Pay Option) during onboarding. **School year salaried** employees can change their pay option for the next school year by obtaining a form from the Payroll Office and returning it before July 1st.

Section 7 – Compensation and Expense Reimbursement

5. 7.01 Mileage Reimbursement

The District shall reimburse employees **required by the District to drive their personal vehicle during the course of performing duties for the District,** an amount equal to the Internal Revenue Service (IRS) business travel rate **per mile** for eligible miles as defined on mileage form. **The mileage form is located on the Staff Intranet page under Accounting.** ~~to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District.~~

6. 8.01 Worker's Compensation Coverage and Reporting Responsibilities

- A. ECASD utilizes Administrative Protocols pertaining to appropriate early return to work/stay at work (RTW/SAW), and temporary alternate duty assignments. Employees whose injuries may necessitate a period of temporary total disability or temporary partial disability shall comply with the elements of these protocols that are consistent with the health care providers' recommendations for a safe early RTW/SAW. RTW restrictions are required to be followed during business and non-business hours, until End of Healing is declared by employee's Occupational Medicine provider.

In the event an employee has suffered an injury or illness in the course and scope of employment that limits him/her from returning to work at full-duty status, the District may offer you temporary light duty assignments during your healing period, consistent with the restrictions prescribed by your medical provider.

In such circumstances, it is the employees' responsibility to keep the District informed as to the status of the restrictions and any changes to them. The District will assign employee tasks consistent with medical provider restrictions, but it is the employee's responsibility to notify his/her supervisor if the tasks assigned cause him/her further pain, discomfort, or injury. Moreover, the restrictions prescribed by the medical provider are not limited to the workplace. The District expects employees to follow all such restrictions during the period of convalescence and healing, whether at work or away from work. If the District learns that the employee has engaged in conduct at or away from the workplace that conflicts with the prescribed restrictions, such information will be reported to the District's Workers' Compensation carrier, if appropriate.

Part II – Staff with Individual Contracts under §118.22, Wis. Stats. And Professional/Exempt Non-Supervisory Employees

Section 7—Early Retirement

7. 7.03 Early Retirement Insurance for Employees Hired Before July 1, 2008

- B. Health Insurance. For teachers retiring at age sixty-two (62) with fifteen (15) years of service to the Eau Claire Area School District, the Board will provide hospital and surgical insurance until they qualify for Medicare if the teacher notifies the Superintendent of their intent to retire no later than February 1 March 1 of the last year of proposed regular employment. No retiree may remain in the District's health insurance group after becoming eligible for Medicare.
- C. Dental Insurance. For teachers retiring at age sixty-two (62) with fifteen (15) years of service to the Eau Claire Area School District, the Board will provide dental insurance until they qualify for Medicare if the teacher notifies the Superintendent of their intent to retire no later than February 1 March 1 of the last year of proposed regular employment.

Part III – Non-Exempt Staff Without Individual Contract Under §§ 118.22 or 118.24, Wis. Stats.

Section 3—Reduction in Force, Positions, and Hours

8. 3.02 RIF/Layoff Notice

The District will give at least **fourteen (14)** ~~thirty (30)~~ calendar days' notice of layoff. The layoff notice shall specify the following:

- A. The effective date of layoff;
- B. It is the responsibility of the employee to keep the District informed in writing of any changes in the employee's address; and
- C. It will refer the employee to the RIF provision in this Handbook. RIF is defined in Part I, Section 1.02 (H).

Part V – Non-Affiliated Employees

Section 1—Employee Groups and Status

9. 1.01 Employee Group and Status*

Group 6-Non-Exempt:

Early Learning-Family Services Facilitator+
Headstart Secretary+
~~Headstart Classroom Assistant+~~
Title I Reading Partnership Coordinator

Section 2 – Group 1 Non-Exempt Employees

10. 2.01 Work Schedule & Hours of **W**ork

- A. Length of contract: Administrative/~~E~~xecutive ~~A~~ssistants are employed on a 12-month basis.
- B. Flex Time: It is understood that Administrative/~~E~~xecutive ~~A~~ssistants have many work obligations outside of the school day and will be allowed to conduct personal business during the work day when necessary. **The employee is expected to communicate with their supervisor to discuss the need to flex their scheduled hours within the affected week to meet work obligations.**
- C. Overtime:
 1. Approval: Prior approval must be obtained in writing from the immediate supervisor.
 2. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time worked over forty (40) hours per week does not include sick, vacation, bereavement, holiday, personal leave time or any other paid time off. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay,

a week is defined as a pay period starting at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Friday.

~~D. Compensatory Time: In lieu of overtime pay, employees may choose to receive compensatory time off. Compensatory time off may be taken by mutual agreement between the employer and the employee. One and one-half (1.5) hour of compensatory time off will be granted for each one (1) hour of work above forty (40) hours per week. Time worked over forty (40) hours per week does not include sick, vacation, holiday, compensation or personal leave time or any other paid time off.~~

~~1. The agreement must be reached and accepted before the employee performs the work compensable as overtime. A copy of the written record must be documented and kept by both the employee and immediate supervisor. Agreement must provide for overtime hours to be compensated at a rate of not less than time and one-half for each overtime hour worked.~~

~~2. The District may in its discretion deny a request to use compensatory time off if the employee's absence on the day requested would cause an undue disruption to the District's operations. If the District denies a request to use compensatory time off the employee will receive cash compensation.~~

Section 5—Post-Employment Benefits

II. 5.01 Post-Employment Benefits

	Early Retirement Stipend	Early Retirement Insurance	Defined Contributions
Group 6 Early Learning-Family Services Facilitator Headstart Secretary Headstart Classroom Assistant Title I Reading Partnership Coordinator		Hired prior to 7/1/2012	Hired on or after 7/1/2012
		The Board of Education shall offer to provide medical insurance coverage, which consists of medical insurance premium and potential HRA contributions, and dental insurance to all retirees who have reached the age of fifty-five (55) and who have worked a minimum of fifteen (15) years for the Eau Claire Area School District, until the employee becomes eligible for Medicaid. The amount paid by the school district for medical/dental insurance coverage shall not exceed the contractual limit in effect one year after the time of retirement. The Board contribution shall be applied to insurance premium first; any balance shall be applied to an	Employees who have completed five years of service to the District, will receive an annual district contribution to an HRA account of \$3,000 for each of the first five years of employment at a maximum of \$15,000 (plus interest at the applicable federal rate (AFR) each June 30). Employees working less than full-time shall have their defined contribution prorated to correspond to their full-time equivalency. The amount deposited will reflect the employee's full-time equivalency on the date the contribution is made to the HRA account. Employees working under LTE contracts will receive a defined contribution in the year they are working as an LTE. If the employee is not rehired the following year under an LTE or permanent

		<p>HRA up to \$1,000 (single)/\$2,000 (limited family/family).</p> <p>In the event that an employee retires at age 62, the Board contributions for medical insurance coverage and dental insurance set at the time of retirement shall be paid until the employee qualifies for Medicare.</p>	<p>contract the defined contribution will be forfeited.</p>
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Section 7—Group 6 Non-Exempt

12. 7.01 **Early Learning-Family Services Facilitator, and Headstart Secretary, and Headstart Classroom Assistant**

A. These positions will follow all benefits as outlined in Part III of this Handbook.