

**SOUTH BEND
COMMUNITY SCHOOL
CORPORATION**

PERSONNEL HANDBOOK

AND

ADMINISTRATIVE RULES

FOR

**SERVICE BUILDING PERSONNEL
BUILDING ENGINEERS, AND CUSTODIANS**

TABLE OF CONTENTS

BACKGROUND

PURPOSE

MISSION OF THE FACILITIES MANAGEMENT DEPARTMENT

**ARTICLE 1
APPLICABILITY**

**ARTICLE 2
MANAGEMENT RIGHTS**

**ARTICLE 3
EMPLOYEE RIGHTS**

**ARTICLE 4
ASSIGNMENT, PROMOTION, AND TRANSFER**

**ARTICLE 5
ATTENDANCE, ABSENCES, AND PUNCTUALITY**

**ARTICLE 6
EMPLOYMENT PRACTICES**

**ARTICLE 7
STANDARDS OF CONDUCT**

**ARTICLE 8
GRIEVANCE PROCEDURES**

**ARTICLE 9
WORKMAN'S COMPENSATION PROCEDURES**

**ARTICLE 10
ENGINEERING SCHOOL**

BACKGROUND

In 2011, the State Legislature of the State of Indiana passed reform legislation that narrowed the scope of collective bargaining between school corporations and certified bargaining units. Past labor agreements between the South Bend Community School Corporation (SBCSC) and various employee groups not only included wages and fringe benefits, but also included operational practices which served as the basis of the work culture and rules that were adopted to effectively manage the work force. On June 30, 2011, the Board of School Trustees of the SBCSC adopted a resolution that, based on past practice within the SBCSC, expanded this reform legislation to include non-certified employee groups. As a result of the actions provided above, the Board resolved that the scope of bargaining with any labor organization that now, or in the future, represents non-certified employees, shall include only salary, wages, and salary and wage-related fringe benefits (including accident, sickness, health, dental, vision, life and disability insurance, retirement benefits, and paid time off). In the past, the SBCSC recognized Local 686, of the American Federation of State, County, and Municipal Employees (AFSCME) as the bargaining representative for certain non-certified employee groups, including engineers, custodians, truck driver foremen, general mechanics foreman, general mechanics, painters, mechanics' helpers/stores/truck drivers, and repair persons.

PURPOSE

As a consequence of the adoption of the School Board resolution, it is imperative that guidelines be developed, approved, and promulgated to ensure that good order is maintained and that fair employment practices are followed consistently by both management and labor. These guidelines will be expanded to provide employment direction and guidance to **all members** assigned to the Facilities Management Department (FMD). This handbook has been developed to ensure that rules of employment are included in one, common document.

The guidance in this document, which fully supports the mission of the FMD is subordinate to Federal, State and local laws and ordinances, policies of the SBCSC's Board of Trustees, and Union contracts.

MISSION OF THE FACILITIES MANAGEMENT DEPARTMENT (FMD)

The Facilities Management Department (FMD) of the SBCSC is responsible to ensure that school facilities are ready to support a secure, safe, and effective learning environment for the students, teachers, staff, administrators, and members of the community who use our buildings. To fulfill this responsibility, legislative bodies at the Federal, State, and Local level have allocated public funds and mandated legal requirements to sustain and control this assignment. A special trust thus exists between all those assigned to the FMD and members of this community to ensure that laws are properly followed and that resources are used in an effective and efficient manner.

ARTICLE 1 APPLICABILITY

Section 1: These guidelines apply to the following employee work groups which includes unit positions currently under contract as well as other employee work groups not presently covered or represented with a formal labor contract.

- A. Engineers
- B. Custodians
- C. Truck Driver Foreman
- D. General Mechanics Foremen and General Mechanics
- E. Painters
- F. Mechanics' Helpers/Stores/Truck Drivers
- G. Repair Person
- H. Glazier
- I. Carpenter Foremen and Carpenters
- J. Skilled Trades Foreman
- K. Pipefitter/HVAC Technician
- L. Plumber
- M. Electricians

Section 2: “Employee” and/or “Labor” as used in these guidelines refers to unit positions of AFSCME Local 686 as well as FMD positions/employees not covered by a union agreement.

Section 3: “Employer” and/or “Management” refers to the SBCSC.

Section 4: “Union” refers to the leadership and membership of American Federation of State, County, and Municipal Employees Local 686, (AFSCME).

Section 5: The policies, rules, and direction provided in this handbook supersedes similar guidance provided in previously approved and published documents of the SBCSC.

ARTICLE 2
MANAGEMENT RIGHTS

- A. The employees acknowledge that the Employer has certain exclusive statutory rights and responsibilities which they may not surrender and, except as expressly provided otherwise by these Guidelines or by law, the Employer shall retain its rights to make, amend, or execute decisions and policies that are necessary to operate and maintain the program of the school district and to otherwise carry out its lawful rights and responsibilities.
- B. Such rights of the school district include, but are not limited to: direct the work of the employees; hire, promote, demote, transfer, assign, or retain employees in positions within the public agency; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of a lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission of the school district in emergencies; and to determine the methods, means, and personnel by which operations are to be carried on, including subcontracting if such is deemed desirable.
- C. The Employer may contract out or subcontract any work with good reason.
- D. The Employees agree that in no event, whatsoever, will any employees covered by these Guidelines initiate, authorize, sanction, encourage, support, or engage in any strike, slowdown or work stoppage, or cease the continuing performance of their duties. A violation of this section, regardless of degree, shall constitute grounds for immediate dismissal.

ARTICLE 3 EMPLOYEE RIGHTS

Section 1: Nondiscrimination

The provisions of these Guidelines shall apply to all applicable employees. Neither Management nor the Employees shall discriminate with respect to the application of the provisions of these guidelines on the basis of membership or non-membership in any organization, marital status, race, color, national origin, sex, creed, age, religion, disability, political affiliation, residence, all as provided for by applicable federal law, state law, or local ordinance.

Section 2: Union Membership

- A. Every employee shall be free to join the Union.
- B. Neither Management nor Labor will interfere with, restrain, or coerce any employee with respect to the decision to be, or not to be, a member of the Union.

Section 3: Personnel Files

Employee files for Facilities Management personnel shall be maintained in the Corporation's Administration Building, in the Office of Human Resources, under the following provisions:

- A. All materials placed in the permanent central office employee's file and originating within the Employer shall be available to the employee upon request for inspection.
- B. All references and information obtained in the process of evaluating employees on the basis of confidentiality for employment shall not be available for inspection by the employees.
- C. Material in an employee's file made available to employees as a result of these Guidelines may be reviewed by the employee in the Human Resources Office. The SBCSC shall maintain only one (1) official personnel file per employee for all formal disciplinary matters and such file shall be maintained in the office of Human Resources.
- D. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the files unless the employee has had an opportunity to read the material and also an opportunity to respond in writing. The employee shall sign and date a statement confirming that he/she has seen the document before it is placed in the personnel file. The signature does not indicate agreement with the contents of the document. The employee may write a response to the document which will be attached to the document provided he/she

does so within thirty (30) calendar days after signing the statement confirming that he/she has seen the document. A failure to respond in writing to the material does not indicate agreement with the document.

- E. Inspection of an employee's file shall be made at a time that does not interfere with the Employer's work schedule. An employee shall have the right to inspect his/her personnel file exclusive of all information secured by the employer in the course of employing said employee and material specifically excluded by law. The inspection will be done in the presence of a school administrator or the administrator's designee. The employee shall have the right to duplicate any material in his/her personnel file, with the exception of the exclusions set forth previously in this paragraph. The cost for duplicating will be in accordance with existing employer policy.

Section 4: Representation

- A. When the employer summons an employee to a conference the purpose of which is to conduct an investigation which could reasonably be expected to result in disciplinary action, the employee shall be given prior verbal notice of the reasons for the meeting and shall be entitled to have one (1) representative of his/her choice present to advise him/her and represent him/her at the conference.
- B. When the employer summons an employee to a conference the purpose of which is not to conduct an investigation, but to administer disciplinary action, the employee shall be entitled to have one (1) representative present to observe and advise the employee.

Section 5: Corrective Discipline

Management recognizes that the concept and use of corrective discipline has a sound basis to alter employee behavior and enhance employee self control. Such a system of corrective discipline includes, for a minor offense, that an oral warning first be given; that a written warning be given for a second violation; and that any subsequent offenses subject the employee to further discipline, including but not limited to suspension with or without pay, and discharge. It is recognized that corrective discipline is not required in the most serious cases. When fact situations give rise to disciplinary actions the following sequence, beginning with the least severe punishment will serve as guidance:

- * Verbal Warning
- * Written Warning
- * Suspension (one (1) day w/o pay)
- * Suspension (three to five (3-5) days w/o pay)
- * Termination. Administered by the Superintendent, with Board approval

Labor and Management recognize that, depending on the nature of the offense and/or the interval of time between offenses, that it may be appropriate to impose the same penalty as was previously imposed or even a lesser penalty than was previously imposed. It is also recognized that there may be situations in which it is appropriate to impose a greater penalty than that suggested by the pattern of corrective discipline outlined above. The parties recognize that in the system of corrective discipline the determination of penalties will be the prerogative of Management, subject to the grievance procedure (See also Article 8). Management shall administer its system of employee discipline in good faith, using the following rules:

- A. If an employee is to be disciplined by the Employer, either the employee or the supervisor shall be entitled to request that one (1) representative of the employee be present.
- B. Any discipline of an employee for any infraction of rules or deficiency in performance shall be issued in a professional manner. No employee shall be disciplined by a supervisor in a manner which attracts the attention of other people.
- C. Any complaint must be called to the attention of the employee if it is to be used as the basis for any disciplinary action or discharge.

Within the language of this Section, it is the goal of the parties to promote fundamental fairness. While the grievances, beyond the Step 2 level, for verbal and written warnings shall not be considered; in the event of a suspension without pay or discharge, previous disciplinary action taken by the employer and the employee's written response may be introduced into evidence by either party at any step of the grievance procedure.

ARTICLE 4
ASSIGNMENT, PROMOTION, AND TRANSFER

Section 1: Probationary Employees

- A. Employees shall be considered to be probationary employees for the first ninety (90) calendar days that they actually work. All probationary employees must have a satisfactory written evaluation by the immediate supervisor before they can be given regular status.
- B. A probationary employee shall have no seniority until he/she completes the probationary period. Upon the completion of the probationary period, the employee will be given regular status, added to the seniority lists, and acquire seniority from his/her date of hire.
- C. A probationary employee may bid on and be awarded assignments or transfers based upon his/her hiring date only if no regular employee has bid on such assignment or transfer.
- D. The employer retains the right to discharge probationary employees during or at the end of the probationary period with or without just cause. The discharge of a probationary employee may not be made the subject of a grievance.
- E. During the probationary period, probationary employees shall be laid off before any regular employee and may be laid off by the employer without regard to the hiring date of said probationary employee.

Section 2: Assignment, Promotion and Transfer of Maintenance and Operational Employees

- A. Assignment, promotion, and transfer shall be made from qualified personnel working for the Employer. These personnel will be selected when vacancies arise, and will be selected from the employee work groups included in Article (1). Selection for vacancies, transfers and promotion shall be based on the following:
 - 1. Qualifications for assignment
 - 2. Work record of employee
 - 3. Length of service in the bargaining unit
- B. All vacancies shall be advertised for a period of five (5) work days during the school year and ten (10) calendar days during summer vacation. Application for transfer and/or promotion shall be made in writing on the prescribed form supplied by the Employer. The application for transfer must be signed by the employee and the principal of the school and/or the immediate supervisor. The delivery of said application is the responsibility of the

individual employee. Any withdrawal of an application must be submitted in writing prior to the concluding date of the designated posting, unless agreed to by the applicant and Management.

C. The following additional regulations shall apply to assignment, promotion, and transfer:

1. An employee must be employed by the Employer for a period of one (1) year before he/she is eligible to apply for assignment, promotion and transfer. Exception--if the job should remain open, an employee with less than one (1) year seniority would become eligible.

An employee with less than one (1) year seniority should, however, submit an application for transfer so that the employee's interest/desire is made known in the event the job remains open.

2. If an employee receives a voluntary transfer, he/she will not be eligible to request another transfer in the same classification for a period of one (1) year.
3. Vacancies that occur subsequent to the original vacancy will be advertised two (2) times. After these two (2) postings are filled, the "daisy chain process" created by the original vacancy will stop. The job will then be filled at the discretion of Management.
4. Once the job posting is closed, there shall be five (5) working days for employee notification and ten (10) working days for job assumption.
5. The job posting shall include the shift.

D. Employees of the FMD who are promoted to a higher classification shall serve a ninety (90) day probationary period in the new job. A second ninety (90) day probationary period may be assigned if the employee's job performance in the higher classification has been judged, through a written evaluation, to be less than acceptable. The written evaluation will be made by the principal in the case of operational employees, and the supervisor in the case of maintenance employees. All evaluative material will be signed by the employee. The employee's signature does not necessarily signify agreement with the contents of the evaluation.

Section 3: Employee Transfer Originated by the Corporation - When it is determined that an employee is in an assignment for which he/she is not qualified or for any reason that Management feels is legitimate, his/her supervisor or principal may recommend a change of assignment. When a transfer of assignment is initiated by Management, the employee will be placed in an open position at

the discretion of the Employer and shall remain in said position for a period of one (1) year, unless agreed to by the Employer.

Section 4: Position Elimination and Layoff Procedure

- A. The Employer will make every effort to schedule layoffs or position eliminations during the summer break period, typically from June 15 to August 20 of each year.
- B. In the event a job elimination or layoff is necessary, the employees will be informed in writing of the reasons for the reduction or realignment of staff prior to the implementation of the procedure dealing with the elimination and layoff.
- C. Before an employee exercises his/her displacement rights, the Director of Buildings and Grounds will arrange a conference with the employee and, if desired, his/her representative to discuss possible placement in available open positions or displacement rights. The appropriate School Principal or Building Administrators will be informed by the FMD of all potential changes resulting from the exercise of displacement rights by the employee.
- D. In implementing the displacement procedure the following steps shall be taken:
 - 1. Senior employees will be allowed to displace the most junior employee in his/her job classification in the school and shift of his/her choice.
 - 2. The employee whose position has been eliminated or who has been displaced will be allowed to displace an employee only at the same job classification or at a lower classification of his/her preference.
 - 3. In the displacement of a junior employee, the senior employee will be given adequate time to acquaint himself/herself with the job of the displaced employee. The employee being displaced must teach the displacing employee the essential elements of the job.
 - 4. Upon notification of displacement, the employee shall notify the Department of Human Resources of his/her choice of placement within two (2) work days.
 - 5. When reporting to work at a different school, the employee will first report to his/her new principal. Upon leaving a school, the employee must leave his/her keys and associated articles with the principal.
- E. An up-to-date seniority and building assignment list will be maintained in the Department of Human Resources, the Office of Facilities Management. Said list shall be updated and published on a semi-annual basis.

- F. Employees shall be recalled in line of seniority when laid off and shall be entitled to the unused sick leave time accumulated upon being laid off, and seniority reinstated to original date of hire, if such recall occurs within a period to coincide with his/her years of service and provided the employee returns within fifteen (15) working days following recall.

Section 5: Classifications--Highest to Lowest (For purposes of Displacement Rights)

1. General Mechanics Foreman
 2. General Mechanics
 3. Repair Personnel
 4. Painters
 5. EA - High School (including Jackson Intermediate Center and LaSalle Academy) Engineer
 6. Truck Driver
 7. Foreman
 8. Mechanics' Helpers/Stores/Truck Drivers
 9. EN - Assistant High School (including Jackson Intermediate Center and LaSalle Academy) Engineer--Nights
 10. EI - Intermediate Center Engineer/Administrative Building
 11. EM - Intermediate Center Engineer-Nights
 12. EP - Primary Center Engineer
 13. CD - All Custodians
- A. If an employee accepts an administrative position, his/her seniority stops the day he/she accepts the administrative position.
 - B. An administrative employee, upon returning to the non-certified staff, shall be assigned to an open job.

ARTICLE 5
Attendance, Absences, and Punctually Procedures

Section 1: Purpose.

To publish the attendance and punctuality procedures to which the FMD will adhere. These procedures will balance the legitimate needs for time off of its workforce, with the FMD's requirements to provide reliable service, while simultaneously promoting good order and efficient operations.

Section 2: Definitions

- A. Approved Absence: That time off where management has, by signature, allowed an employee time off. Examples include: personal business, vacation, authorized leaves of absence, and time off for Union activity.
- B. Unapproved Absence: That time when an employee uses accumulated time for other than its intended purpose, i. e. calling in sick in order to pay bills on a payday.
- C. Excused Absence: That time off where an employee either has SBCSC provided hours accumulated to use for time off, or contractual rights to time off that do not require management approval, e. g. sick hours or bereavement leave.
- D. Unexcused Absence: Those times when an employee:
 - 1. Fails to call in an absence (no call, no show)
 - 2. Does not have sufficient sick, personal business, or vacation hours to cover an absence. (Exceptions are approved leaves of absences)
 - 3. Exceed the time off of an approved absence, e. g. does not return to work at the end of a SBCSC approved leave of absence.
 - 4. Reports to work more than fifteen (15) minutes later that scheduled.
- E. Excessive Absenteeism: All days of absence beyond ten (10) sick days and three (3) personal days.
- F. Pattern Absence: Those absences over a period of time that show a propensity for regularity, i. e. days off before and/or after a weekend or a scheduled time off period, paydays, calling off on bad weather day, absences which are seasonal in nature, and etc.
- G. Job Abandonment: Two (2) consecutive work days of "no call, no show" constitute job

abandonment and shall be grounds for immediate termination.

Section 3: Procedures for Reporting Daily Absences

- A. All operational, maintenance and stores employees attached to schools, the Administration Building, the Service Building, the Stores Department, substitute engineers, and special custodians assigned to the Service Building must notify the Buildings and Grounds Department at the Administration Building, unless otherwise directed.
- B. All absences must be reported at least one (1) hour before the normal shift. **The number to call to report an absence is 284-1462.** If absence is known during working hours, maintenance personnel should call the Service Building at 283-8800 and operational employees should call the Buildings and Grounds Department at 284-1462 and leave a detailed voice mail message.

Section 4: Consequences of excessive absenteeism will follow corrective discipline procedures as provided in these guidelines: Article (3) - Employee Rights.

ARTICLE 6 EMPLOYMENT PRACTICES

Section 1: Addresses and Phone Numbers

All employees must have on file with the Employer their current address and a telephone number by which they can be reached. The Employer may rely on said addresses and telephone numbers in notifying employees, as called for pursuant to these Guidelines, and the Employer will not be liable for any damages or pay in the event the Employer cannot locate said employees at the address or telephone number on file with the Employer.

Section 2: Direct Deposit

The SBCSC will provide direct deposit services through the “automatic clearing house” (ACH) system. All FMD employees of the SBCSC are mandated to participate in the direct deposit program. It will be incumbent upon each employee to select a financial institution which is capable of receiving direct deposits to comply with this requirement

Section 3: Drug/Alcohol Testing

- A. Drug Free Working Environment. Management and Labor agree that the language contained within this Article and section as related to drug testing is intended to protect individual rights, safeguard fellow employees, protect property and equipment, and ensure the safety of the children served by the SBCSC by providing a work environment that is free of drugs and alcohol.
- B. Reasonable Cause Testing - Employees can be tested for "reasonable cause," when the Principal or immediate supervisor believes the actions, appearance, or conduct on duty are indicative of drug/alcohol use. The conduct must be witnessed by two (2) supervisors, if feasible. One (1) supervisor is acceptable if that is all that is available. The witnesses must have been trained in detection of probable drug/alcohol use by observing a person's behavior. The witnesses must document the employee's conduct in writing within twenty-four (24) hours or before requesting a drug/alcohol test.
- C. Post-accident Testing - An employee must produce an appropriate specimen for drug testing as soon as possible, but not later than thirty-two (32) hours after any reportable accident. An employee must submit to an appropriate alcohol test within two (2) hours of a reportable accident. A reportable accident is one that results in death, bodily injury to a person who immediately receives medical treatment away from the scene of the accident, or if the employee is determined to be at fault or negligent.

D. Testing

1. The Employer will assume all costs associated with drug and alcohol testing. Employees tested shall be compensated for their time spent away from their normal work assignment at their appropriate rate of pay.
2. Tests required to satisfy requirements of the Federal Government's Department of Transportation will be conducted when requested by the Director of Transportation for the SBCSC.

E. Test Results and Retesting

1. The Employer will afford the employee a confirmation test opportunity to explain or challenge "positive" test results. The opportunity for retests will be determined by the Employer after consultation with the laboratory. Should the submission to a confirmation test be scientifically supportable, by the standards established, the request will be immediately acted upon. The Employer will bear the costs of a confirmation test.
2. Employment subsequent to a confirmed, positive alcohol/drug test shall be at the discretion of the Employer.

Section 4: Wearing of Uniforms

- A. Uniforms shall be worn at all times during the performance of duties. Black or brown shoes are considered part of the uniform. Coveralls are not a substitute for the regular work uniform.

Section 5: Working Week and Working Hours

- A. The regular work week of the employer shall consist of five (5) consecutive days, Monday through Friday and shall start with the beginning of the respective shifts on Monday. A Tuesday through Saturday or a Wednesday through Sunday "non-traditional" work week may be assigned if operational conditions warrant such a schedule.
- B. All postings shall include the work week schedule. The least senior new employee at that building may be assigned to the "non-traditional" weekly work schedule.
- C. All employees working a Tuesday through Saturday, or a Wednesday through Sunday work week schedule shall receive an additional 16¢ per hour in addition to any other premium pay.

- D. The regular work day will consist of eight (8) hours of work, a thirty (30) minute unpaid lunch break, and two (2) paid, fifteen (15) minute breaks. One break/rest period will take place during the first half of the shift, and the other during the second half of the shift. Due to differences in building operations and configurations, a stated hour for reporting to work shall be given each employee. The start of each working day shall be as follows
- 1st shift beginning from 6:00 a. m. - 11:59 a.m.
 2nd shift beginning from 12:00 p.m.-3:30 p.m.
 3rd shift beginning from 11:00 p.m.-7:00 a.m.
- E. The work schedule and shifts may be changed from time to time to meet varying conditions of business. Work schedules shall be determined by the Director of Buildings and Grounds, based on consultations with the Building Principal.
- F. To promote teamwork and team maintenance and cleaning, shift hours may be changed during extended periods when buildings are not in use, such as Summer, Winter, and Spring breaks or when determined by Management to be necessary.

Section 6: Emergency Call Backs and Short Notice Operational Requirements

- A. If persons in responsible critical positions, such as building engineers or maintenance department personnel assigned snow plowing duties, are consistently not available, without communications, or unable to respond during off-duty hours, these circumstances will reflect negatively on the employee's overall work record. Associated annual performance reviews will reflect a lack of commitment in their overall job performance.

Section 7: Overtime

- A. Overtime work shall be assigned in accordance with the requirements of the Employer as follows
1. At the building level, overtime work will be assigned, upon approval from the Principal, to qualified employees by the Building Engineer who have been performing the same or similar work.
 2. All Building Engineers and Maintenance Foremen shall keep records of overtime and also post overtime work performed or refused in their areas. For purposes of this Article, overtime refused shall count as overtime worked.
- B. If additional employees are needed and/or if no qualified or able employees are available within the area in which the overtime work is to be performed, then the Employer shall have the right to assign overtime work to employees of the Employer.

Section 8: Emergency Closing of School

During school closing because of inclement weather, all employees are required to be on the job. If an employee is unable to get to work, he/she shall inform his/her immediate supervisor. In the event personnel in a given building are unable to get to work the department director or supervisor shall be notified. Employees unable to get to work due to inclement weather may claim pay for that day by using a vacation day or a personal business day. In the case of unusual circumstances, the employee may appeal to the Executive Director, Human Resources for an exception.

Section 9: Equipment Damage

The Employer shall maintain a record of all accidents, preventable and non-preventable, involving Employer-owned motor vehicles. Records shall be purged each August 1 to include only the previous two (2) year period.

Section 10: Substitutes

- A. Substitutes may be provided, when available and deemed necessary by the Buildings and Grounds Department, for absent engineers, custodians, and service building personnel. A substitute is defined as a temporary employee who is available from a pool of individuals selected by management. They shall be assigned replacement responsibilities as needed. However, they shall not be placed in a replacement capacity for any position/employee for a period exceeding sixty (60) consecutive working days.
- B. Benefits accrued to full time employees under the terms of this contract are not extended to substitute employees. However, substitutes shall be paid eighty-five percent (85%) of the regular hourly rate of the CD classification.

Section 11: Working with Relatives and Relations

- A. Due to the relatively small size of the building custodial staff, and the corresponding operational difficulty coordinating bereavement leaves, no relatives will be assigned to the same Primary Center. Personnel assignments presently in place as of 01 January 2012 will be grandfathered and their assignments will not be adjusted by Management.

ARTICLE 7 STANDARDS OF CONDUCT

Section 1: Overall Objective

The FMD of the SBCSC shall adopt labor practices which fully support a customer driven focus of ensuring that our school facilities are always ready to support a secure, safe learning environment for the students, teachers, administrators, and members of the community who use our buildings. Integral to this is the overall expectation of all employees that:

Work practices are followed that promote efficient and cost effective operations; where assignments are completed correctly, the first time.

All people with whom our employees interact are treated in a respectful manner.

Since the SBCSC is providing the educational environment to students at an impressionable age and stage in their lives, the FMD pursues excellence in all its endeavors, and insists on high standards of conduct and performance from its employees. The rules listed in this section are designed to promote and maintain a positive environment for all. Firm, fair, and consistent application of these rules will be the primary objective of all holding positions of leadership in the department and will be critical to maintaining good order and discipline throughout all facilities.

Section 2: Inappropriate Behaviors

The behaviors listed below provide examples of conduct that this department considers inappropriate, and which could lead to disciplinary action up to and including termination of employment without prior warning. Employees shall only be discharged or disciplined for just cause. Causes for discipline and discharge include violation of the Employer's rules, the terms of these Guidelines, or for other just cause. Inappropriate behavior or activity includes, but are not limited to:

- A. Performance of duties in an irresponsible, careless, or unsafe manner; or behavior not conducive to a safe and healthful work environment.
- B. Reporting to work in a condition determined by the supervisor to be lacking in hygiene, appropriate dress, and/or appearance.
- C. Failure to meet reasonable work standards.
- D. Neglect of duty and failure or refusal to perform job-related duties and assignments.
- E. Insubordination.
- F. Falsification of forms, time and attendance records, or other official records or documents, including employment, promotion or transfer documents.
- G. Theft or unauthorized possession, removal, destruction, or use of property belonging to the Corporation, a student, or a fellow employee.
- H. Use of corporation tools and equipment for private use.

- I. Making inappropriate, disrespectful, disruptive, discourteous verbal and/or written comments.
- J. Using the INTERNET in a manner that is not authorized by or conducted in compliance with SBCSC policy regarding “Staff network and Internet Acceptable Use and Safety (#7540.04)”.
- K. Provoking or participating in fighting or making threats.
- L. Reporting for duty under the influence of intoxicants; consuming alcoholic beverages during work hours (including lunch); bringing intoxicants into a SBCSC facility; consuming such on the premises, including the facility’s site and/or parking lot;
- M. Reporting for duty in a non-drug free (illegal controlled substance) capacity or possession or usage of such drugs on the Employer's premises, including the Employer's parking lot;
- N. Possession of firearms, weapons, explosives, or dangerous materials on SBCSC property unless authorized in writing by management.
- O. Excessive or habitual tardiness or absence from work. This item is discussed in detail in Section 5 of these guidelines (Attendance and Absences)
- P. Absence from work without notifying management in accordance with Section 5 of these guidelines (Attendance and Absences)
- Q. Sleeping on duty.
- R. Plea of nolo contendere or conviction for an illegal act, committed on or off the job, which adversely impacts job performance, attendance, or the reputation of this Department or the SBCSC.
- S. Behavior harmful to the reputation and mission of this Department or the Corporation.
- T. Gambling.
- U. Intimidation, coercion, or interference with the rights of another employee.
- V. Failure to follow Departmental, SBCSC, Local, State, or Federal policies, procedures, rules, or regulations.

The foregoing enumeration of causes for discharge or discipline is by way of illustration only and shall not be deemed to exclude the Management’s right to discipline or discharge any employee for just cause.

Section 3: Outside Employment

- A. Outside employment that might in any manner jeopardize the effective operation of any employee, or in any way make it difficult to perform his/her duties or carry out the responsibilities assigned, will not be permitted. Any outside employment should be consistent with the moral and ethical aspects of the educational program.
- B. The Superintendent of Schools shall decide on all cases brought to his/her attention where outside employment impairs the effectiveness of the employee.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 1: Definition

A. In these Guidelines, the term "grievance" shall mean any controversy arising out of or over the interpretation, application, or claim of alleged violation of the provisions of these guidelines or the Agreement between the Union (Local 686) and the SBCSC. Such grievances shall be disposed of in accordance with this article and the following procedures:

STEP 1: The aggrieved employee must submit, in writing, any grievance to the employee's immediate supervisor within two (2) work days following the occasion giving rise to such grievance. There shall be a meeting between the aggrieved employee and the employee's immediate supervisor within three (3) work days after the submission of the grievance. The Employer's decision regarding the grievance either oral or written, will be given by the supervisor to the employee within three (3) work days after the meeting between the aggrieved employee and the immediate supervisor. If the supervisor does not render a decision to the employee within three (3) working days, the grievance shall be settled in favor of the employee.

STEP 2: If the grievance is not satisfactorily settled in Step 1, it shall be reduced to writing, signed by the aggrieved employee, and presented to the appropriate Facilities Management Director within two (2) work days after the Employer's decision in Step 1 is given. The written grievance shall specify the particular article of these Guidelines that has been alleged to have been violated by the Employer, the incident involved, the facts relied upon by the grievant, all supporting witnesses, all supporting documents and the remedy sought. If the Director determines that the grievant has not provided sufficient information to render a decision, no further review or meetings will be pursued and the grievant will be notified of such in writing. If the information provided to the Director is determined to be sufficient to make a decision, there shall be a second conference (Step 2) between the aggrieved employee, one (1) representative of the employee, and the appropriate Director. This meeting shall be held within five (5) work days of receipt of the Step 2 grievance. The Director will render a written decision within five (5) work days of the Step 2 meeting. If the supervisor does not render a decision to the employee within five (5) working days, the grievance shall be considered settled in favor of the employee. **Of note, grievance hearings beyond the Step 2 level, for verbal or written warnings, shall not be conducted.**

STEP 3: If the grievance is not satisfactorily settled in Step 2, the aggrieved employee may submit a written appeal of the Employer's decision to the Director of Human Relations within five (5) work days after the Employer's decision in Step 2 is

rendered. There shall be a third conference among the aggrieved employee, one (1) Union representative of the employee, and the Human Resources Director. If the disciplinary action has resulted in the termination, the Superintendent of Schools or a designee appointed by the Superintendent, will conduct the Step 3 grievance hearing. This hearing will be held within the next ten (10) work days after receipt of the appeal. The Employer will render a written decision within five (5) work days after the written appeal was submitted to the Superintendent or designee. If the Superintendent or the designee does not render a decision to the employee within fifteen (15) working days, the grievance shall be considered settled in favor of the employee.

Section 2: Scope of Settlement

A settlement by the Employer with the aggrieved employee at the Step One, Two, or Three Level of the grievance processing shall bind Management, the aggrieved employee, and the Union.

ARTICLE 9
PROCEDURE FOR WORKER'S COMPENSATION

- A. If an employee is injured on the job, the employee must report the injury to the supervisor. The employee must complete an Accident Report on the day of the accident or as soon as practical. An accident report is required regardless of whether medical treatment is required and will be provided in every building.

If an employee requires medical treatment, he/she is to go to the Employer-assigned medical provider, as prescribed by State Law.

In the event that the attending physician is not designated by the-Employer's physician, the Employer will require that employees be examined by the Employer's physician.

If an employee requires medical treatment, a doctor's release or return to work slip will be required, regardless of any lost time.

- B. If an employee is injured on the job and cannot finish the regular workday, the employee shall be compensated as if the employee had finished the day, provided the Employer is provided with medical evidence acceptable to the Employer supporting such absence.
- C. Within seven (7) days after the occurrence of the accident and where such injury has caused the employee to receive medical treatment, the SBCSC's Human Resources Department will file a First Report of Injury with the Industrial Board of Indiana.
- D. The employee may elect to also collect sick leave pay and may collect full sick leave pay in an amount equal to his/her wage at the time the accident occurred for the first seven (7) days, since no Worker's Compensation benefits are payable for that period. If the employee has no accumulated sick leave, the employee may use any other time which he/she has accumulated. In the event an employee is disabled from working for more than twenty-one (21) days due to a compensable worker's compensation claim, the employee is entitled to compensation for temporary total disability during the first seven (7) days he/she was disabled. Once Worker's Compensation benefits start, sick leave pay or other accumulated time may be used to supplement Worker's Compensation benefits so that the total amount (the sum of Worker's Compensation benefits and sick leave pay) equals the employee's weekly wage at the time the accident occurred. In no case, will an employee be paid more than his/her average actual wage at the time the accident occurred.

- E. The Employer will follow all policies, procedures prescribed by State Law. The Department of Employee Benefits and Wellness will comply with State Law and advise employees of corporate procedures.

ARTICLE 10 ENGINEER SCHOOLING

Section 1: Selection

The Employer and the Union agree to select individuals for engineer vacancies based on qualifications, work record, seniority, and successful completion of the Employer training program. Any employee seeking the position of engineer must have completed successfully the SBCSC engineering training program within three years of the job posting. Management has the right to pre-qualify candidates.

Section 2: Training

- A. The Employer shall offer an Engineering Training School each summer and will allow employees to attend without interference from their normal work assignment. If fewer than six (6) individuals express an interest in the training school, the summer training may be cancelled.
- B. The Employer shall provide all materials and facilities necessary for this training period. In order for an employee to have successfully passed the training school, the following requirements must be accomplished or met:
 - 1. Attendance of each class period for the entire training session.
 - 2. Successful completion of all requirements.
 - 3. Must achieve a passing score on the written exam at the conclusion of the training program.

INDEX (To Be Updated)